

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

**CERTIFIED
COPY**

RELIGIOUS TECHNOLOGY CENTER, a)
California Non-Profit Religious)
Corporation; CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California Non-Profit)
Religious Corporation; and CHURCH OF)
SCIENTOLOGY OF CALIFORNIA, a California)
Non-Profit Religious Corporation,)
Plaintiffs,)

vs.) No. BC 033035

JOSEPH A. YANNY, an Individual;)
JOSEPH A. YANNY, a Professional Law)
Corporation; and DOES 1 through 25,)
Inclusive,)
Defendants.)

DEPOSITION OF WILLIAM T. DRESCHER, ESQ.

WEDNESDAY, MARCH 18, 1992

NOON & PRATT

CERTIFIED DEPOSITION REPORTERS

3530 WILSHIRE BOULEVARD, SUITE 1700

LOS ANGELES, CALIFORNIA 90010

(213) 385-4000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Deposition of WILLIAM T. DRESCHER, ESQ.,
at 3340 Ocean Park Boulevard, Suite 1050,
Santa Monica, California, commencing at
9:10 A.M., Wednesday, March 18, 1992,
before Paulette M. Griffin, CSR No. 2499.

1 APPEARANCES OF COUNSEL:

2

3 THE REFEREE:

4

5 HONORABLE THOMAS T. JOHNSON, RETIRED

6

7

8 FOR THE DEFENDANTS:

9

10 LEWIS, D'AMATO, BRISBOIS & BISGAARD

11 BY: DAVID B. PARKER, ESQ.

12 GRAHAM E. BERRY, ESQ. (A.M. ONLY)

13 221 North Figueroa Street

14 Suite 1200

15 Los Angeles, California 90012

16

17

18

19

20

21

22

23

24

25

1 APPEARANCES OF COUNSEL (CONTINUED):

2

3

4 FOR THE WITNESS:

5

6 COOLEY, MANION, MOORE & JONES

7 BY: EARLE C. COOLEY, ESQ.

8 21 Custom House Street

9 Boston, Massachusetts 02110

10

11 ALSO PRESENT:

12

13 ROD RIGOLE, VIDEO OPERATOR

14 EDWARD PARKIN

15 JOSEPH A. YANNY (P.M. ONLY)

16

17

18

19

20

21

22

23

24

25

1 I N D E X

2

3 WEDNESDAY, MARCH 18, 1992

4

5 WITNESS

EXAMINATION

6

7 WILLIAM T. DRESCHER, ESQ.

8

9 (By Mr. Parker)

18, 112

10

11 UNANSWERED QUESTIONS

12 PAGE LINE

13 82 19

14 88 24

15 115 20

16 125 15

17 130 9

18 131 20

19 133 24

20 152 9

21 212 13

22 213 1

23 214 24

24 234 15

25 234 23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DEFENDANTS' EXHIBITS

WILLIAM T. DRESCHER, ESQ.

NUMBER	DESCRIPTION	IDENTIFIED
1	One-page Deposition Subpena with Proof of Service and multi-page attachment.	17
2	Multi-page document entitled, "Notice of Objection to Defendants' Notice of Deposition and Deposition Subpoena to the Custodian of Records of William T. Drescher and William T. Drescher.	17

1 MR. PARKER: Before we actually begin the
2 deposition I wanted to note for the record we did not
3 receive the promised response from Mr. Quinn's office.
4 We received neither objections, nor a phone call, nor a
5 letter, nothing. So as I sit here now I have nothing
6 from Mr. Quinn and therefore as I sit here now I am
7 going to have great difficulty being prepared for Mr.
8 Quinn's deposition tomorrow.

9 Neither have we received further responses
10 to the Judicial Council form interrogatories. They have
11 been promised. They have not been promised by a
12 specific date, but I want to note that we have not
13 received them and I don't have the benefit of that for
14 purposes of today's deposition.

15 I wanted also to say that now that I have
16 received these records that were produced by Bowles &
17 Moxon and Mr. Drescher's office I can now confirm that I
18 do wish to take the deposition of Laurie Bartilson. I
19 also wish to take the deposition of Helena Kobrin,
20 K O B R I N.

21 JUDGE JOHNSON: K O B R I N.

22 MR. PARKER: Both of these individuals are lawyers
23 with Bowles & Moxon. Both individuals' time records
24 were produced for the first time yesterday from which I
25 suppose, and I will be corrected if I am wrong, that

1 their services and the fees charged by them for those
2 services are part of the damage calculus in the case and
3 therefore I do wish to take their deposition. You will
4 recall, Your Honor, that we held off saying that if it
5 wasn't necessary to take Miss Bartilson's deposition we
6 would not. Now it appears that it is necessary.

7 In reference to the Bowles & Moxon and
8 Drescher responses to subpoenas, though, there were many
9 objections based on privilege, no privilege log was
10 produced. Nor was there any indication one was being
11 prepared or would be produced. On the basis of that our
12 contention is that the objections are waived for the
13 failure to provide a privilege log.

14 Secondly, the lack of that privilege log
15 means that I cannot examine with respect to the
16 foundational facts on which the claim of privilege were
17 actual or actually claims of privilege are based. I
18 also wanted to tell, Your Honor, although it will be
19 evident when you review the few documents that are
20 attached to the objections, and don't let the title
21 mislead you, because there are documents behind that,
22 that they did indeed produce essentially time sheets,
23 but they did not produce any of the fee statements sent
24 to the client or that I presume would be sent to the
25 client. They did not produce any accounting records

1 showing bills sent or fees paid. All they produced were
2 time sheets. They did not even produce information
3 concerning the billing rates, although I suppose that
4 information we may be able to obtain by examination
5 today.

6 Also, and again it may not be applicable,
7 we will find out from examination today, we received no
8 time sheets for anyone at Bowles & Moxon other than
9 Laurie Bartilson and Helena Kobrin. So if Mr. Moxon
10 billed and did work and is part of the damage calculus
11 we don't have those. If he didn't, then it is not a
12 problem. We are prepared to go forward with the
13 deposition but we do so reserving our rights. We
14 anticipate that the deposition will not be concluded
15 because of these matters.

16 MR. DRESCHER: Your Honor, first, as the lawyer
17 for RTC let me address a couple of Mr. Parker's
18 statements. Whatever Bowles & Moxon produced, Bowles &
19 Moxon produced. What I produced is explained and in the
20 objection and also I am prepared to testify about it. I
21 think Mr. Parker will find that some of the questions
22 that he identified will certainly be answered in
23 examination.

24 Beyond that, we have here a very short,
25 very narrowly focused deposition. As Your Honor will

1 recall, we had the meet and confer with Your Honor
2 before you. The agreement was for me to produce the
3 documents that show the time devoted by me to the
4 Aznaran case and arising from Joseph Yanny's insertion
5 of counsel for the Aznarans during the period 1991. The
6 other area which we agreed would be the scope of this
7 deposition were those matters raised in Mr. Yanny's
8 amended answer specifically concerning breakfast
9 meetings on June 5th and June 20th, 1991 among Mr.
10 Quinn, Mr. Van Sickle and me. That's where we are.
11 That's what we have done.

12 Your Honor may also recall that during the
13 meet and confer Mr. Parker admitted that the subpoenas
14 duces tecum were indeed overbroad, indeed searched for
15 attorney-client matter and gave some justification in
16 terms of that they had to be or should be in terms of
17 privileged logs the matters to which the deposition was
18 limited by agreement during that meet and confer
19 regarding those subjects already described, attorneys
20 fees concerning Yanny's insertion of himself into the
21 Aznaran case and those meetings among Mr. Van Sickle,
22 Mr. Quinn and me. That's what we have done. That's
23 what I am here to testify about. I don't know what kind
24 of privilege logs Mr. Parker thinks he is interested in
25 beyond those if there were privileged documents and of

1 course he is free to inquire. But that was what we did
2 at the meet and confer. That's what's been produced and
3 that's what we are here to testify about.

4 MR. PARKER: Your Honor, this isn't the time to be
5 rearguing matters we already talked about. I never
6 admitted the subpoena was overbroad. What I said was
7 that out of an abundance of caution we probably asked
8 for the same document two or three different ways so
9 there wouldn't be any doubt as to what we intended.
10 That's not to say it was overbroad. We have not agreed
11 to limit this deposition except by the laws of discovery
12 and Your Honor will safeguard those laws.

13 MR. DRESCHER: Your Honor, that's a fundamental
14 point we better deal with right now. That's what we did
15 at the meet and confer.

16 MR. PARKER: I don't recall giving up discovery
17 rights.

18 MR. DRESCHER: Your Honor --

19 JUDGE JOHNSON: Fine, gentlemen. When we get into
20 the deposition, we will see what problems we encounter,
21 if any. And I am always an optimist that maybe what we
22 are concerned about isn't going to be or what's being
23 mentioned here isn't going to materialize.

24 Let's talk about the items that were to be
25 produced. When we were getting into the deposition

1 yesterday there was discussion and I believe Mr. Berry
2 was complaining that the discovery had not been
3 produced. I asked counsel to get on the telephone,
4 Mr. Patel, I believe, was here first yesterday morning.
5 And there was a telephone conference involving
6 Mr. Drescher and Miss Bartilson, I believe, and Mr.
7 Berry. And it was my understanding at that time that
8 material was going to be produced by lunchtime
9 hopefully, and I think it was produced yesterday
10 apparently from Mr. Drescher's firm and from
11 Miss Bartilson's firm. I remember from our supervised
12 meet and confer session that privilege logs were to be
13 provided if they applied. And I got the impression
14 yesterday from the part of that speakerphone
15 conversation in which I participated that there might be
16 one item or really a minimum number of items that were
17 going to involve a privilege log. Now I might have
18 misunderstood.

19 MR. DRESCHER: You did not, Your Honor. You did
20 not.

21 JUDGE JOHNSON: Anyway, I honestly can't recall
22 whether Mr. Quinn's production or lack thereof was
23 discussed yesterday.

24 MR. DRESCHER: The way I recall it, Your Honor,
25 from the phone call and, Graham, you are part of this,

1 was --

2 MR. BERRY: I was.

3 MR. DRESCHER: It was my understanding that Mr.
4 Quinn's production and it was in regard to Mr. Quinn's
5 production that the subject of the privilege log came
6 up.

7 MR. BERRY: I thought we were talking about all
8 three.

9 MR. DRESCHER: Well, I understood Miss Bartilson
10 to be talking about Mr. Quinn. In any event, and it was
11 my understanding that the Quinn documents were going to
12 be furnished by the end of the day tomorrow. I didn't
13 know until I arrived that Mr. Parker mentioned to me
14 that that had not happened.

15 MR. PARKER: You said tomorrow. You meant
16 yesterday.

17 MR. DRESCHER: Yesterday. When I said tomorrow it
18 was yesterday. I do not know any more about that. I do
19 know that the privilege logs or privilege log I should
20 say with respect to Mr. Quinn related to those areas
21 which I understood from our meet and confer were the
22 subject matter of the deposition, Yanny's insertion into
23 the Aznaran case and the damages thereby and Mr. Yanny's
24 allegations in his amended answer concerning the
25 breakfast meetings in June.

1 Since the documents as will be developed
2 later that I have responsive in those areas are
3 produced, I did not see any need to prepare a privilege
4 log regarding matters that weren't within the scope that
5 we worked out at that meet and confer. Therefore there
6 are none forthcoming from me. Miss Bartilson, you
7 didn't get any from her; is that correct?

8 MR. COOLEY: I don't think her deposition has been
9 set.

10 JUDGE JOHNSON: Not yet. I will ask -- when we
11 take a recess, I will ask Mr. Berry or Mr. Parker to
12 give a call to Quinn's office and see what their
13 specific understanding is and what their commitment is,
14 and if necessary, we will have another speakerphone
15 conversation and see what's what.

16 MR. BERRY: My understanding yesterday was that
17 the privilege log was going to deal with the scope of
18 the document demand that was attached to the subpoena,
19 not the scope of the deposition.

20 MR. DRESCHER: No. Not at all.

21 MR. PARKER: Your Honor, something as simple as a
22 fee statement and the client's payment of that bill if
23 it happened has neither been produced nor identified in
24 a privilege log.

25 JUDGE JOHNSON: The privilege log to me was

1 intended and is intended to relate to a failure to
2 produce documents and not anything else. That's a log
3 that in and of itself should be concerned with items,
4 not conversations.

5 MR. PARKER: It should identify documents and
6 tangible items that they refuse to produce based on
7 privilege.

8 JUDGE JOHNSON: Let's get into the deposition and
9 see where we are.

10 MR. PARKER: I guess I don't understand where
11 we -- I have neither a promise to produce despite an
12 order or at least an agreement that a log be produced.

13 JUDGE JOHNSON: Well, if items are not produced or
14 have not been produced or will not be produced and a
15 privilege is claimed, then we will discuss that as it
16 comes up, and I would think that a log is required. Now
17 that was my understanding before and I don't see the
18 ambivalence of it.

19 MR. PARKER: Your Honor, I can't possibly know
20 what they withheld from me. I can get lucky along the
21 way and identify a few things because by logic I can
22 figure that some things have to exist.

23 JUDGE JOHNSON: All right.

24 MR. PARKER: I cannot begin to examine with
25 respect to the foundation of the documents unless a log

1 is produced.

2 JUDGE JOHNSON: All right. Then what are you
3 saying, that we can't proceed with the deposition?

4 MR. PARKER: I am saying we will proceed because
5 we must, we have no choice, but I am not completing it
6 today. I believe the privilege is waived and there is
7 abundant authority if you do a blanket assertion of
8 privilege as was done here and you do not produce a
9 privilege log you waive the privilege.

10 MR. DRESCHER: That's just nonsense. We didn't
11 have a blanket to respond to. You asked as an
12 after-thought if we would actually respond to these
13 subpoenas after we agreed to limit the scope of the
14 deposition because of its overbreadth and its deliberate
15 intention to inquire into privileged matters. That's
16 how it arose, Mr. Parker.

17 MR. PARKER: I don't say pretty please to anybody
18 when I have a subpoena issued. I expect it to be
19 complied with unless the court tells me it's improper
20 and that didn't happen.

21 JUDGE JOHNSON: Gentlemen, let's get into the
22 deposition. We will take other matters up later in the
23 day.

24 VIDEO OPERATOR: Stand by. My name is Rod
25 Rigole. I am the videotape operator employed by the

1 Cardomon Group at 3633 West MacArthur Boulevard,
2 Santa Ana, California.

3 This is the videotaped deposition of
4 William T. Drescher starting at approximately 9:24 on
5 Wednesday, March 18, 1992 in the matter of RTC versus
6 Joseph A. Yanny, Case No. BC 033035 taken at 3340 Ocean
7 Park Boulevard, Santa Monica, California. This
8 deposition is taken on behalf of the defendants.

9 Can we please have introductions beginning
10 with the witness.

11 THE WITNESS: I am William T. Drescher.

12 MR. COOLEY: I am Earle C. Cooley, counsel for the
13 witness.

14 MR. PARKIN: Edward Parkin, client representative
15 for Church of Scientology of California.

16 MR. BERRY: Graham E. Berry, one of the attorneys
17 for defendant Joseph A. Yanny, an individual and Joseph
18 A. Yanny, a professional corporation.

19 MR. PARKER: David Parker from Lewis, D'Amato
20 representing the same parties as that of Mr. Berry.

21 JUDGE JOHNSON: Judge Thomas T. Johnson, retired,
22 sitting as referee.

23 MR. PARKER: All right, Mr. Drescher --

24 THE REPORTER: I need to swear the witness.

25 (Defendants' Exhibit-Nos. 1 and 2

1 were marked for identification and are
2 annexed hereto.)

3

4

WILLIAM T. DRESCHER, ESQ.,

5

having been first duly sworn, testified as follows:

6

7

EXAMINATION

8

BY MR. PARKER:

9

Q. Mr. Drescher, I place before you

10

Exhibits-1 and 2. Are they true and correct copies of a

11

subpoena directed to your firm and second, a response to

12

that subpoena by your firm?

13

A. They appear to be at least as to the

14

subpoena. Absent any copying errors they certainly seem

15

to be.

16

Q. Exhibit-2 was prepared by you?

17

A. I had some help preparing it but I

18

reviewed it. I signed it.

19

Q. Who helped you prepare the document?

20

A. I asked Debra Tobias to help me with

21

that.

22

Q. Who is Debra Tobias?

23

A. She is an attorney at Bowles & Moxon.

24

Q. Are there documents within the call of the

25

subpoena which you have declined to produce based on

1 attorney-client or work product privilege?

2 A. Yes.

3 Q. And you have not submitted a privilege log
4 or other listing of those documents, have you?

5 A. That's correct, for the reasons stated
6 during the argument before.

7 Q. Have you withheld handwritten notes of
8 conversations with Barry Van Sickle?

9 A. No.

10 Q. Have you withheld handwritten notes of
11 telephone conversations with lawyers not representing
12 plaintiffs?

13 A. No.

14 Q. Have you withheld file memoranda that you
15 prepared?

16 A. No.

17 Q. What does MT mean on your time sheets?

18 A. It is an abbreviation. MT as I use on my
19 time sheet means meeting. It's usually followed by a W
20 slash.

21 Q. And what --

22 A. Meaning with.

23 Q. What abbreviations do you use for memo if
24 one is prepared?

25 A. If one is prepared I would generally use

1 MM.

2 Q. Are you the only employee of your firm?

3 A. I am.

4 Q. And was that true in June through August
5 1991?

6 A. That is correct.

7 Q. The documents attached to your response,
8 are they time sheets?

9 A. Yes.

10 Q. Is that the term that you normally use to
11 describe them?

12 A. That's how I refer to them, yes.

13 Q. The handwriting on the documents produced
14 as Exhibit-2, is it all your handwriting?

15 A. No.

16 Q. Whose handwriting is on those documents?

17 A. Well, if I could explain to you the one
18 place where it is not mine, it's on the very first
19 sheet. And I think you saw me go through each one. I
20 will do it again to be sure because the only place on
21 any of these documents that I noticed anything that was
22 not in my hand was on the very first sheet in the lower
23 left-hand corner where it is a little bit faded but it's
24 there.

25 Q. 5.50?

1 A. 5.50.

2 Q. Whose handwriting is it, do you know?

3 A. I am not positive. I believe it's Lara
4 McFadden.

5 Q. Who is Lara McFadden?

6 A. Lara McFadden works for Church of
7 Scientology of California.

8 Q. She an employee?

9 A. Of CSC?

10 Q. Yes.

11 A. As far as I know.

12 Q. Is she a lawyer?

13 A. She is not.

14 Q. The services described in the time sheets
15 you produced, were they billed to RTC?

16 A. May I have a moment, please?

17 Q. Sure.

18 (Witness and counsel confer.)

19 THE WITNESS: I think probably the easiest way to
20 answer that, Mr. Parker, is to tell you how I bill. So
21 I suspect we will also meet some of the arguments you
22 raised before.

23 I prepare a time sheet such as the ones I
24 have submitted for each day in which I perform
25 services. On a monthly basis I then compile them. So,

1 for example, generally around the first or second of a
2 month I compile the 30 or 31 or 26 or however many time
3 sheets from the preceding month, put them in numerical
4 order. I then submit them to Church of Scientology
5 International.

6 I receive the payment from Church of
7 Scientology International, and it is my understanding
8 but I don't know the mechanics that Church of
9 Scientology International goes about distributing these
10 statements and collecting from whichever clients related
11 to the church are responsible for the services. That's
12 the mechanics. And the reason I stated that that would
13 likely answer some of your other concerns is because
14 these are, as I said, referred to as the time sheet, and
15 they also serve as the bill.

16 BY MR. PARKER:

17 Q. When you say "compile," do you mean you
18 send the originals?

19 A. Generally what I do is I take the
20 originals in my own hand and have them copied and I
21 retain the originals of these and I understand a copy of
22 them is sent to CSI. I understand that's what happens.

23 Q. The time sheets, are they on slips of
24 paper about one or two inches tall so to speak?

25 A. No.

1 Q. Do you record all matters, all services
2 performed on a given day no matter of the matter or
3 client all on one sheet or are they kept separate?

4 A. Generally one sheet. On occasion it might
5 go on to a second sheet for the same day.

6 Q. Are these time sheets redacted?

7 A. Those that were produced here?

8 Q. Yes.

9 A. Absolutely.

10 Q. Can you explain in what way they are
11 redacted?

12 A. Certainly. The issue to be addressed to
13 which these time sheets are responsive, and again I use
14 time sheets as my shorthand, they also serve as the
15 bill, was the attorney services that I performed on
16 behalf of my client with respect to Mr. Yanny's
17 intrusion as counsel of record into the Aznaran case.
18 Therefore these time sheets that have been produced show
19 that.

20 Q. The process of redacting, can you describe
21 that without going into substance?

22 A. Yes. It was a matter of identifying those
23 matters that fit the characterization I just described
24 and blocking out those matters that would appear on the
25 same time sheet that weren't responsive. Then

1 photocopy.

2 Q. Who made the decision what was
3 responsive?

4 A. I did.

5 Q. And who, if anyone, assisted in the
6 physical redacting?

7 A. I really don't know who did. I did the
8 physical redacting in terms of identifying which matters
9 were to be visible on the final copies that were being
10 produced. Who actually physically made the copies, I
11 don't know.

12 Q. You don't have the originals of your time
13 sheets with you today, do you?

14 A. I do not.

15 Q. If we had the original of the very first
16 page, the June 30 entry, what would it look like, again
17 without going into substance?

18 A. Perhaps I can show you by reference to
19 another one. All right. I have the one, I think the
20 one -- if you look at July 8 and June 30, you will get a
21 pretty good idea of what an entire one of these looks
22 like.

23 MR. COOLEY: July 8 and what?

24 THE WITNESS: July 8 and June 30 will give you
25 almost an entire page almost exactly. So if you line up

1 the rest of the page was blocked out.

2 Q. So if it's utterly blank it's redacted.
3 If we see lines then it is not redacted; is that
4 correct? In other words, take June 30, for example.

5 A. Yes.

6 Q. The only redacting was in the upper 25
7 percent?

8 A. That's correct.

9 Q. And if we look at July 8, the other
10 example you gave us, basically you have redacted the
11 lower 75 to 80 percent.

12 A. Yes. Whether that was entirely filled or
13 not, I don't know as I sit here but that's correct.

14 Q. Do you assign numbers to clients for
15 billing purposes?

16 A. No.

17 Q. Do you assign numbers to matters where you
18 represent a client in multiple matters?

19 A. Such as a client billing number?

20 Q. Yes.

21 A. No, I do not.

22 Q. At some point you set up a separate file
23 for what we affectionately call Yanny II; is that
24 correct?

25 A. Yes.

1 Q. Was that on or about July 15, 1991?

2 A. I don't know as I sit here.

3 Q. Well, if you look at July 15, you will
4 see, and you actually have two July 15s that are
5 produced, two pages that have July 15 on them. Maybe
6 you could explain. I don't know if it is an error or
7 not.

8 A. It is an error. The one that only shows
9 the Aznaran is mistaken. It should also have been the
10 more complete one.

11 Q. In effect it is a superfluous page, isn't
12 it? Given what follows.

13 A. Given what follows it is. It duplicates
14 what follows and what follows is the more complete
15 document intended.

16 Q. The July 15 entry of 1.50 hours for Yanny
17 II, is that the first time that you recorded to the
18 Yanny II case?

19 A. It appears to be. According to these
20 records the answer is yes. Whether I recall or not, no,
21 but that's what the record is referring.

22 Q. And in terms of the services performed as
23 a result of what you described as the intrusion of
24 Mr. Yanny into the Aznaran case, those services, insofar
25 as they related to the Aznaran case, concluded on the

1 same day, July 15; is that also correct?

2 A. (The witness shakes head.)

3 Q. The reason I am asking there are no
4 Aznaran entries after July 15. It is all Yanny II.

5 A. Well, then I would like you to restate the
6 question.

7 Q. All right. Let's start with the
8 foundation. Would you agree that based on the documents
9 that you have produced no more time was recorded for
10 services performed by you in response to Mr. Yanny's
11 intervention in the Aznaran case subsequent to July 15?

12 A. No, I would not.

13 Q. Why is it -- well, will you agree with me
14 that you have not given us any time sheets for the
15 Aznaran case that are dated after July 15?

16 A. Yes, I have given you no time sheets
17 reflecting any charges by me to the Aznaran case after
18 that date.

19 Q. May we assume therefore that the church is
20 not seeking damages based on fees you charged for
21 services rendered in the Aznaran case after the date
22 July 15, 1991?

23 A. Yes.

24 Q. And similarly, to the extent, if at all,
25 you performed services in connection with Yanny II

1 before the date July 15, 1991, you have not produced
2 those time sheets and the church is not seeking damages
3 based on such fees and services; correct?

4 A. My records do not show that I worked on
5 Yanny II before July 15th, 1991.

6 Q. The ones you produced.

7 A. I produced the time sheets that relate to
8 Yanny I with regard to the issue of his intrusion --

9 MR. COOLEY: Yanny II.

10 THE WITNESS: -- Yanny II with respect to his
11 intrusion into the Aznaran case.

12 BY MR. PARKER:

13 Q. And you have not produced any relating to
14 Yanny II that predate July 15; correct?

15 A. No, I have not.

16 Q. And we may safely assume from that that
17 the church is not seeking damages based on fees, if any,
18 paid to you for services, if any, rendered prior to July
19 15 in connection with Yanny II?

20 A. I think you can safely assume that I
21 didn't perform any such services related to Yanny II and
22 therefore the church would not be seeking them. And I
23 use the church generically to refer to the three
24 plaintiffs in this action for convenience.

25 Q. The Bowles & Moxon response, so far as I

1 can understand it but I am relatively confident in
2 saying this and of course Miss Bartilson will confirm it
3 for us eventually, only include time sheets for Helena
4 Kobrin and Laurie Bartilson. Do you have knowledge of
5 any services that were rendered by others at Bowles &
6 Moxon in connection with responding to the intervention
7 by Mr. Yanny for which fees were paid and therefore
8 damages are sought in this case?

9 A. There are an awful lot of parts to that
10 question.

11 Q. It's terribly compound.

12 A. It sure is.

13 Q. Do your best if you can or I will break it
14 down if you prefer.

15 A. Let me say this: To the extent that the
16 question is premised on whether I know when, who or how
17 much Bowles & Moxon was paid, in that regard I have no
18 idea. To the extent that the question asks whether I am
19 aware of anyone other than Ms. Kobrin or Ms. Bartilson,
20 who was associated with the Bowles & Moxon firm who
21 performed services in that regard, I don't know.

22 Q. Which isn't to say that they didn't only
23 that you don't know one way or the other.

24 A. I do recall Miss Bartilson doing so and I
25 do recall Ms. Kobrin doing so. But whether anyone else

1 did, I have no idea.

2 Q. If they did, would you expect your time
3 sheets to occasionally make reference to their name?

4 A. Not necessarily.

5 Q. For example, I don't believe there are any
6 references to Mr. Moxon on your time sheets, which is
7 why it seemed that probably he had not been involved.

8 A. Uh-huh.

9 Q. Is that your memory that he probably was
10 not involved in this aspect?

11 A. I really don't have a recollection in that
12 regard one way or the other.

13 Q. With respect to Mr. Quinn's firm, who in
14 that shop performed services for which fees were charged
15 and paid and sought as damages in this case in
16 responding to the intervention of Mr. Yanny?

17 A. Again, there are many facets. I know that
18 Mr. Quinn was involved. Whether or not Mr. Quinn and
19 any of his partners or associates or others working with
20 him, I do not know.

21 Q. If they did, you did not have contact with
22 them?

23 A. I don't recall having contact with anyone
24 in Mr. Quinn's office other than Mr. Quinn on the
25 subject of, that we are discussing right now. No, I

1 don't. I thought perhaps I did, but I was incorrect.

2 Q. When you sent copies of your time sheets
3 to CSI, what process do you use to omit services
4 performed for clients not related to Scientology? And
5 this is only for the time frame of June through August
6 1991.

7 A. I don't keep matters on time sheets that
8 would go to CSI that have anything to do with clients
9 unrelated.

10 Q. So that, for example, let's say on July 15
11 you performed services in one or more matters for RTC
12 and on the same day for a totally unrelated client you
13 performed other matters, they are on two separate pieces
14 of paper?

15 A. Yes, I would not put the other clients on
16 the church time sheets.

17 MR. COOLEY: Excuse me, that's a little
18 confusing. He mentioned RTC.

19 THE WITNESS: He mentioned RTC.

20 MR. PARKER: As an example.

21 THE WITNESS: I assume because that's who I
22 represented in Aznaran and Yanny II.

23 MR. PARKER: And here, yes.

24 THE WITNESS: So, that's correct.

25 BY MR. PARKER:

1 Q. You said that you put them in numerical
2 order, I assume you meant in date order?

3 A. Chronological order.

4 Q. All of these time sheets you have produced
5 and that are attached to Exhibit-2 are services you
6 rendered on behalf of RTC?

7 A. Yes, I believe they are. They are
8 limited -- well, no, not necessarily. They are
9 limited. The services that these records that I have
10 produced reflect are the -- in the Aznaran case and in
11 the Yanny II case. In Yanny II I represented RTC. In
12 Aznaran at that time I represented both RTC and Church
13 of Spiritual Technology.

14 Q. You said that CSI pays you and then
15 collects from the applicable client; is that correct?

16 A. That's correct.

17 Q. So for the services performed that are
18 referenced in the time sheets attached to Exhibit-2
19 relating to the Aznaran case, CSI would have collected
20 your fees both from RTC and Church of Spiritual
21 Technology?

22 A. I don't know when, what, how CSI goes
23 about doing it. I have explained to you how I
24 understand the process to be had.

25 Q. Who decides what portion of your fees are

1 charged back, if I can use that term, by CSI to, well,
2 in this case RTC and CST?

3 A. I don't know.

4 Q. Who would be able to answer that
5 question?

6 A. I don't know.

7 Q. For the period covered by the services
8 attached to Exhibit-2, who at CSI was responsible for
9 payment or arranging for payment of your fees?

10 A. Is the question to whom did I submit the
11 bill? I can answer that.

12 Q. Let's take that.

13 A. In response to that at that time Lynn
14 Farny, F A R N Y.

15 Q. Male or female?

16 A. Male. He has already been deposed.

17 Q. I understand that's before I was in the
18 case.

19 A. That's right, you wouldn't know him.

20 Q. Now, Mr. Farny, whatever he did with your
21 statements you are simply not aware of?

22 A. That's correct.

23 Q. And you don't know whether or not
24 Mr. Farny was involved in deciding which portion of the
25 fees would be charged to Church of Spiritual Technology

1 as opposed to RTC in the instance of the Aznaran
2 services?

3 A. I have no idea.

4 Q. If you wanted to identify the person or
5 persons who made the allocation decision --

6 A. I did not hear the question.

7 JUDGE JOHNSON: Sorry.

8 BY MR. PARKER:

9 Q. If you wanted to find out who at CSI made
10 the allocation decision, what individual would you
11 address your question to?

12 A. Are you talking about the allocation
13 decision regarding these?

14 Q. Yes.

15 A. Probably Lynn.

16 Q. Do you have personal knowledge whether CSI
17 collected your fees in Yanny II to the extent they are
18 reflected in Exhibit-2 from RTC?

19 A. No, I do not.

20 Q. Would that be the custom and practice as
21 you described it earlier?

22 A. I described the process as I understand
23 it.

24 Q. So in the normal course you would have
25 expected CSI to charge back your fees to RTC in

1 reference to Yanny II for the period covered by
2 Exhibit-2?

3 A. In the normal course I wouldn't give it a
4 thought. I was just following the procedures that we
5 worked out.

6 Q. Were your billing rates the same for all
7 of the services described in the time sheets attached to
8 Exhibit-2?

9 A. I don't know quite how to respond to it.

10 Q. I guess my question assumed something and
11 perhaps I ought to ask the foundational question. What
12 were the terms of your arrangement in terms of payment
13 of fees for services rendered to the extent they are
14 covered by Exhibit-2?

15 A. It was on a flat rate, monthly.

16 Q. That flat rate in the months of June, July
17 and August was the same?

18 A. Yes, it was.

19 Q. Was there a separate flat monthly rate for
20 the two cases or were they all subject to one flat
21 monthly rate?

22 A. Aznaran and Yanny II in that time period?

23 Q. Yes.

24 A. Subject to a single flat rate.

25 Q. And in every day conversation did you

1 refer to that or do you refer to that as a retainer or
2 what words do you use to describe that arrangement?

3 A. I don't refer to it in every day
4 conversation. I suppose were I to I would simply say my
5 fee.

6 Q. So in that time frame you were paid a flat
7 monthly fee for all services on behalf of
8 Scientology-related organizations? Would that be an
9 accurate statement?

10 A. Essentially, yes.

11 Q. Was that monthly fee subject to any
12 contingencies as to its amount?

13 A. No.

14 Q. Just as an example, and I -- for example,
15 let's say you worked over 300 billable hours in a month,
16 you would be paid the same as if you billed a hundred?

17 A. Yes, that's correct.

18 JUDGE JOHNSON: Or one?

19 THE WITNESS: Or one.

20 MR. PARKER: Well, I didn't want to offend.

21 JUDGE JOHNSON: No, but I am just trying to
22 understand it also.

23 THE WITNESS: That's correct, Your Honor.

24 JUDGE JOHNSON: Okay.

25 BY MR. PARKER:

1 Q. In the period from June 30 --

2 THE WITNESS: I can assure you it's never been
3 one, Your Honor.

4 JUDGE JOHNSON: Well, it would be a nice price if
5 it were.

6 THE WITNESS: It would be nice for all of us.

7 BY MR. PARKER:

8 Q. The period covered by your time sheets is
9 the period June 28 through August 6. It appears to me.

10 A. I have June 30 as the first one.

11 Q. What did I just say?

12 JUDGE JOHNSON: 28.

13 THE WITNESS: You said June 28. That's the day --

14 MR. PARKER: That day lives in infamy.

15 THE WITNESS: That's when he moved into the
16 Aznaran case.

17 MR. PARKER: I stand corrected.

18 THE WITNESS: But we didn't get notice. That's
19 why it starts at the 30th.

20 BY MR. PARKER:

21 Q. Some of you people got noticed as you will
22 see from Bowles & Moxon's time sheets, but apparently
23 they didn't call you for a few days. Let's deal with
24 your time sheets.

25 The period June 30 through August 6 covers

1 your time sheets?

2 A. That's correct.

3 Q. Did you take vacation in that time frame?

4 A. An extended, you know, by vacation, I may
5 have taken a long weekend at some point.

6 Q. More than four consecutive days?

7 A. No.

8 Q. Well, you took off 4th of July?

9 A. No, I did not. I remember clearly what I
10 was doing 4th of July and I assure you even though it
11 was not relevant I did not take off 4th of July. And I
12 was angered by it. Angry at opposing counsel in an
13 unrelated matter.

14 Q. What was the amount of the flat monthly
15 fee during the period June 30 to August 6?

16 MR. COOLEY: I object to that, Your Honor. It
17 seems to me that that flat rate covers services rendered
18 in a myriad of matters and for a number of entities that
19 have nothing to do with this litigation. It seems to me
20 also it would be a simple matter to take the hours
21 worked by Mr. Drescher in that month, divide it into the
22 flat rate and come up with the applicable hourly rate
23 that would apply to any given matter. His hours while
24 there may be deviations from month to month are always
25 very substantial. I think to get into the flat rate

1 that applies across the board on all matters goes beyond
2 the scope of what's really necessary here.

3 THE WITNESS: And if I may include a further
4 objection on behalf of RTC, it is contained in a
5 document which is a written agreement which is covered
6 by the attorney-client privilege under the laws of the
7 State of California.

8 MR. PARKER: Before I ask His Honor to overrule
9 your objections, are you refusing to answer my
10 question?

11 THE WITNESS: We have a refereed deposition. Let
12 the court make the decision.

13 MR. COOLEY: I think it would be presumptuous of
14 me to issue instructions in front of the referee who is
15 handling the matter. I recorded an objection on the
16 basis that I stated in addition to the attorney-client
17 privilege and have suggested a method of handling it and
18 would submit that to the court for the court's
19 consideration.

20 MR. PARKER: Your Honor, that method might have
21 been a good idea if they hadn't withheld all the
22 information to which Mr. Cooley just alluded but they
23 did. They made that decision to withhold it and they
24 are going to have to live with the consequences of it.
25 My question is proper. I am entitled to an answer.

1 JUDGE JOHNSON: Well, the -- I don't have a
2 problem with the principle of allocating the part of the
3 flat fee or the retainer for the period involved to what
4 could be considered as the basis or partial basis for
5 damages in this case. I think there is some validity to
6 the objection. The question now is how to structure
7 giving you what you are entitled to know in an
8 understandable and to a certain extent verifiable way.

9 Is the witness in a position to say what
10 proportion of the, say, the June 1991 flat fee 3.7 hours
11 amounts to and what that means in dollars?

12 THE WITNESS: With a calculator I could certainly
13 figure that out.

14 MR. PARKER: Your Honor, if we were to adopt this
15 equation, Mr. Cooley doesn't want us to know the
16 numerator just the denominator in the bottom line.
17 What's to stop them from saying that 50 percent of my
18 time equals, you know, such and such a number? Once
19 they do that they have told us what the numerator is.
20 So whose kidding who? And I don't have to accept the
21 bottom line without an explanation. I am entitled to
22 the calculations, I am entitled to the percentage or
23 whatever it is he is using. So ultimately they have to
24 either bring forward the information so I can
25 cross-examine or withhold it and then be able to present

1 that evidence at trial. This is the time to decide
2 because we are here to take a deposition.

3 JUDGE JOHNSON: If we were talking about an hourly
4 rate, as I would think would be the case in most
5 business relationships, then we would say you collect X
6 dollars an hour and we are talking about 3.75 hours so
7 that day's billing was Y dollars. You are saying
8 that -- you are saying in essence that you should only
9 allocate, you should only be responsible for revealing
10 the amount of time that you spent on this work. All
11 right, I can understand that. What figure are you going
12 to propose to present as the answer to what was billed
13 for the June 30, 1991 services?

14 MR. COOLEY: He would take as I understand what he
15 would do is he would take the hours that he worked
16 totally that month, divide it into the flat rate and
17 arrive at an hourly rate for that month and then
18 allocate that to the hours worked on this matter.

19 JUDGE JOHNSON: Well, I mean, I don't have a lot
20 of -- and I don't have an enormous problem with that,
21 Mr. Cooley. How many hours did he work in that month?
22 There -- the --

23 THE WITNESS: I can testify to that.

24 JUDGE JOHNSON: This is the blind faith
25 situation.

1 MR. PARKER: Your Honor, once I know what his
2 hours are, I can compute the numerator so what are we
3 trying to hide?

4 JUDGE JOHNSON: Well --

5 MR. PARKER: But that information has been
6 withheld. These time sheets are redacted so that that
7 information was withheld.

8 MR. COOLEY: Surely you don't want to see the time
9 he worked on matters unrelated to this, do you?

10 MR. PARKER: I am here to get evidence on
11 damages.

12 MR. COOLEY: My question is specific, sir. Are
13 you attempting to learn what services he rendered?

14 JUDGE JOHNSON: I think he is entitled to the
15 numerator and the denominator of the calculation.

16 MR. COOLEY: Go ahead.

17 THE WITNESS: What was the last question?

18 MR. PARKER: Let's go back.

19 Q. The original question was the flat monthly
20 fee.

21 A. During this time period?

22 Q. Yes.

23 A. \$45,000 a month.

24 JUDGE JOHNSON: And in the spirit of everybody
25 getting along with everybody else I congratulate you on

1 your arrangement.

2 THE WITNESS: Thank you. Wait till he asks the
3 next question.

4 JUDGE JOHNSON: If your answer is this was the
5 only time you worked in the entire month of June, I have
6 a feeling we are going to have a problem.

7 THE WITNESS: I think you are going to tell me
8 it's doubly congratulatory if that were true.

9 MR. BERRY: Where do I send my resume?

10 MR. PARKER: I think you may have worked on a
11 substantially related matter, Mr. Berry.

12 JUDGE JOHNSON: Take it from there.

13 BY MR. PARKER:

14 Q. Mr. Drescher, the \$45,000 a month figure
15 applied in June, July and August of 1991?

16 A. That is -- that is correct.

17 Q. Now, the only services performed that
18 relate to this case apparently are on June 30 for the
19 month of June?

20 A. That's correct.

21 Q. And so that's 3.75 hours. Help us with
22 the calculations, what were your total billable hours on
23 church-related, if I can use that term, work for the
24 month of June?

25 A. 271 hours.

1 Q. Now, either you have a remarkable memory
2 or you are reading or something. How do you know that?

3 A. I looked it up this morning and checked
4 it.

5 Q. 271 you said?

6 A. 271.00.

7 MR. COOLEY: For the month of June?

8 THE WITNESS: For the month of June 1991.

9 MR. COOLEY: 271?

10 THE WITNESS: 271.00

11 BY MR. PARKER:

12 Q. While we are on a roll, what were July and
13 August?

14 A. July, 317.00.

15 Q. August?

16 A. 275.75.

17 Q. And this is just church related?

18 A. That's correct.

19 See, Your Honor, it is not the one hour.

20 JUDGE JOHNSON: Well, one can always hope.

21 THE WITNESS: That's certainly true.

22 BY MR. PARKER:

23 Q. Have you attempted to do the calculation
24 of what the prorated monthly flat fee would be insofar
25 as it is covered by the services described in

1 Exhibit-2?

2 A. No, I have not. My mother was a math
3 teacher, and I have learned not to try things with
4 numbers. She was always better than I.

5 Q. Would you have been paid \$45,000 a month
6 for June, July and August 1991 even if Mr. Yanny had
7 never made an appearance in the Aznaran case?

8 A. Yes.

9 Q. If you had never filed this lawsuit, Yanny
10 II, would you still have received \$45,000 a month for
11 June, July and August 1991?

12 A. Yes.

13 Q. If Mr. Yanny --

14 (Witness and counsel confer.)

15 BY MR. PARKER:

16 Q. If Mr. Yanny had not intervened in the
17 Aznaran case, what services would you have performed on
18 behalf of your church-related clients?

19 MR. COOLEY: I don't understand that question.

20 THE WITNESS: I don't either.

21 BY MR. PARKER:

22 Q. If you could have freed up the time that
23 you did in fact spend in responding to Mr. Yanny's
24 intervention in June, July and August, what would you
25 have done with that freed up time, if anything, on

1 behalf of your church-related clients?

2 A. I am sure I would have found other matters
3 to deal with. As a matter of allocating my time.

4 Q. What would those matters have been? Are
5 you able to answer that question or would that call for
6 guesswork?

7 A. I think as I sit here it would call for
8 guesswork.

9 Q. How would you go about answering the
10 question, if it's answerable at all? And I don't mean
11 to ask you to speculate but I don't know whether it
12 would be an exercise in speculation.

13 A. I really can't because I would have to go
14 back and relive those days and figure out what I would
15 have been devoting my time to that had to be taken away
16 from because of these matters.

17 Q. Is that possible to do?

18 A. As I sit here?

19 Q. Yes.

20 A. Probably not.

21 Q. And if you weren't sitting here would it
22 be possible to do?

23 A. If I were standing here, outside or
24 elsewhere, I don't know how I could possibly speculate.

25 Q. If it's unanswerable, tell me because I am

1 not intending to ask for speculation, but if you think
2 there is an exercise you can go through to answer the
3 question, I would like you to describe what you would
4 have to do to figure out the answer to my question.

5 A. No matter what you tried to do it would
6 just come back to speculation. It's not what happened.

7 Q. If it is not relevant, you will tell me, I
8 am sure, but what was your standard billing rate where
9 you worked for clients on hourly matters in the summer
10 of 1991?

11 A. 250 an hour.

12 JUDGE JOHNSON: These are nonchurch clients?

13 THE WITNESS: That's correct, Your Honor.

14 JUDGE JOHNSON: And there was such work?

15 THE WITNESS: Very little.

16 JUDGE JOHNSON: I know there are only so many
17 hours in a day. Though this first bill is for Sunday.

18 THE WITNESS: Your Honor, I can't speculate as to
19 how much and when. There was but there is not very
20 much.

21 BY MR. PARKER:

22 Q. Have you ever had your deposition taken
23 before?

24 A. No.

25 Q. I feel honored. Have you done anything to

1 prepare for today's deposition?

2 A. Let me go back to one thing. I don't
3 think during the period there, in fact, I am confident
4 during this June through August period there would have
5 been any other clients whom I were billing during that
6 period.

7 Q. The pending question is whether you did
8 anything to prepare for today's deposition?

9 A. Yes.

10 Q. What did you do?

11 A. Do you consider going through this part of
12 that? I would and I did.

13 Q. You are referring to Exhibit-2?

14 A. Yes.

15 Q. Anything else?

16 A. No. Discussed it with Mr. Cooley. I
17 reviewed several declarations that are filed in the
18 cases and I think in this one. Yes, in this one, too.

19 Q. Have you finished your answer?

20 A. Yes.

21 Q. Let's see if we can identify those
22 declarations as specifically as you can recall. Can you
23 please itemize them for me?

24 A. I think so. I looked at my declaration, I
25 believe the date was July 8, 1991. I looked at a

1 declaration of Jack Quinn's dated the same date. I
2 looked at two declarations of Barry Van Sickle, one, I
3 believe, was around July, June or July of 1991. One was
4 around January, 1992. I looked at a declaration of John
5 Clifford Elstead. That would be dated around the end of
6 June or beginning of February of this year. I looked
7 at, I believe, a declaration of Ford Greene from around
8 July 1991.

9 And of both, they are independent but they
10 are virtually identical, both Vicki and Richard Aznaran
11 from around July 1, around July 1, 1991. And I think
12 another one from Vicki and Richard each dated about a
13 month later, end of July. I believe that's it.

14 Q. Did you review any other documents in
15 preparation for today's deposition?

16 A. No.

17 Q. Are you also able to reaffirm as accurate
18 the statements you made in your July 8, 1991
19 declaration?

20 A. That's the one that discusses the June 5th
21 and June 20, 1991 meetings?

22 Q. I am referring to the one that you gave or
23 identified in your last answer.

24 A. Sure, yes.

25 MR. COOLEY: What's the date of that declaration?

1 THE WITNESS: I believe it's July 8, 1991.

2 BY MR. PARKER:

3 Q. Are there any statements in Mr. Quinn's
4 declaration that you consider to be in error?

5 MR. COOLEY: I object to that. We are now -- I
6 think the declarations ought to be in front of you
7 before you start incorporating wholesale --

8 MR. PARKER: The record will reflect it's not in
9 front of you and I will be happy to do it later.

10 Q. As you sit here now without looking at
11 them are you able to tell me, first of all, are there
12 any inaccuracies, and secondly, can you identify any of
13 them?

14 MR. COOLEY: Do you have a memory of any
15 inaccuracies?

16 THE WITNESS: I have no memory of any inaccuracy.

17 BY MR. PARKER:

18 Q. Same question as to the two declarations
19 by Barry Van Sickle?

20 A. I have a memory as to various nuances of
21 Mr. Van Sickle's declarations.

22 (Witness and counsel confer.)

23 THE WITNESS: In particular -- well, I think
24 that's true of both of them. I think that's true of
25 both of them. And that I believe there are inaccuracies

1 in the earlier of the two.

2 JUDGE JOHNSON: Are you referring to Mr. Quinn?

3 THE WITNESS: No, Mr. Van Sickle's.

4 JUDGE JOHNSON: Two statements.

5 THE WITNESS: There are two separate declarations
6 from Mr. Van Sickle.

7 BY MR. PARKER:

8 Q. Have you ever testified in a trial in
9 litigation to which church-related entities were
10 parties?

11 A. No.

12 Q. Have you obtained a written confirmation
13 waiver from RTC in this case by virtue of your status as
14 a probable trial witness?

15 A. No.

16 Q. Other than what you testified, have you
17 done anything else with a view toward today's deposition
18 to refresh your memory of the events of June, July and
19 August of last year?

20 A. No.

21 Q. What documents do you have available that
22 you could review with the expectation that they would
23 help refresh your memory on the events during that
24 period of time?

25 A. I think Mr. Quinn's declaration and my

1 declaration.

2 Q. You don't need to repeat what you told me
3 before but if there is anything else out there, though
4 you didn't review it for today's deposition, you would
5 expect that they would be useful in refreshing your
6 recollection, for example, at the time of trial, I would
7 like you to identify those documents.

8 A. I can't think of any others as I sit
9 here.

10 Q. Let me ask you to turn to Exhibit-2 and I
11 would like to take your time sheets item by item. I
12 have specific questions on most of them and then we will
13 go from there.

14 MR. COOLEY: May I have a brief recess?

15 JUDGE JOHNSON: How about --

16 MR. COOLEY: On a personal call?

17 JUDGE JOHNSON: You want to take a five minute or
18 ten minute, what's your pleasure?

19 MR. COOLEY: Ten minutes, please.

20 JUDGE JOHNSON: All right. We will take our first
21 morning recess.

22 VIDEO OPERATOR: We are going off the record now.
23 And the time is approximately 10:19.

24 (Recess taken.)

25 (At this point GRAHAM E. BERRY, ESQ.

1 left the deposition proceedings.)

2 VIDEO OPERATOR: We are back on the record now and
3 the time is approximately 10:34.

4 BY MR. PARKER:

5 Q. Do you have Exhibit-2 in front of you?

6 A. Yes, I do.

7 Q. Have you turned to the June 30, 1991 time
8 sheet?

9 A. Yes, I have.

10 Q. First, I have to congratulate your
11 handwriting. It's actually legible.

12 A. Thank you very much. It saves a lot of
13 time.

14 Q. Are you sure you're a lawyer?

15 A. Yes, I am. They wouldn't let me in med
16 school with that.

17 Q. Without meaning to offend there are a few
18 words I can't read. The first two in that entry, what
19 do those abbreviations stand for?

20 A. Qual. opp. Quality control is qual. It's
21 essentially review or edit. Opposition to Yanny's
22 re-entry.

23 Q. Does that mean you were reviewing some
24 form of document?

25 A. Yes.

1 Q. What was the document?

2 A. An opposition to Yanny's re-entry into the
3 Aznaran case.

4 Q. Elsewhere, I believe, we will find entries
5 where you use the words or abbreviation review, revise,
6 sometimes both, what is the distinction you are drawing
7 between qual. on the one hand and revise on the other?

8 A. The difference between qual. and revise is
9 revise is a heavier job. The distinction essentially
10 between qual. and review is in my mind nothing. It's
11 whatever comes out of the pen when I write it.

12 Q. And on other occasions where you speak in
13 terms of rewrite, is that something further still?

14 A. That's beyond revise.

15 Q. And when you speak in terms of document
16 after document after document, is there some frustration
17 there?

18 A. Not necessarily. I think it's a time
19 saving device.

20 Q. We will come to that. I was delighted
21 when I saw it.

22 Ditto, what does that mean?

23 A. Qual. opp. re McShane deposition. Ditto
24 meaning again qual. opp.

25 Q. So what were you reviewing then? You

1 apparently weren't revising his deposition.

2 A. No, certainly some document relating to
3 his deposition.

4 Q. His deposition was taken in the Aznaran
5 case?

6 A. I have no idea. Generally when I write
7 ditto, it refers to the same procedure in the preceding
8 entry. I don't remember on this one.

9 Q. What did the McShane deposition have to do
10 with Joe Yanny's entry into the case, if anything?

11 A. Well, I can't be sure. I am aware of more
12 than one deposition of Mr. McShane. The greatest
13 likelihood would be that Mr. McShane had been a witness
14 in the Yanny I, and would be a witness concerning the
15 issue of substantial -- of substantially related with
16 Mr. Yanny's re-entry in the Aznaran case.

17 Q. So the deposition of Mr. McShane may not
18 have been given in the Aznaran case but rather some
19 other case like Yanny I?

20 A. Could be. I don't know as I sit here.

21 Q. As you sit here, do you know whether that
22 service you performed on June 30 had anything to do with
23 Mr. Yanny?

24 A. If I put it down with respect to the
25 Aznaran case, yes, it would, particularly when

1 juxtaposed with the opposition to Mr. Yanny's re-entry,
2 that would be classic.

3 Q. Let's take an example that actually comes
4 up later and at the risk of going out of order, there is
5 a reference to a Rule 9 memo.

6 A. Where is that?

7 Q. I will see if I can find it quickly, if
8 not, I will come back to it.

9 A. I recollect seeing a reference to Rule 9
10 in here. I see one on July 15.

11 Q. Yes. How if at all was that connected to
12 Mr. Yanny?

13 A. Rule 9 refers to local Rule 9 of the
14 Central District of California and refers to the rule
15 that sets forth the procedures for a pretrial
16 conference. That was the time and I don't remember when
17 precisely the date was that the pretrial conference had
18 been set.

19 Q. September 16, I believe.

20 A. Well, whenever it was we would have been
21 preparing for that Rule 9 conference, which involves a
22 great deal of work, as I am sure you are aware, and
23 Mr. Yanny was still counsel of record, I believe, at
24 that time for the Aznarans. And that's what it would
25 refer to, and the matters that would have to be

1 performed with respect to that extensive list of
2 obligations under Rule 9 and the problems arising with
3 Mr. Yanny representing the Aznarans against his former
4 clients.

5 Q. Assuming as I represented to you that the
6 date was on or about September 16, you would have been
7 reviewing this document about two weeks before the
8 normal 45-day meeting.

9 A. A 40-day meeting.

10 Q. 40-day meeting. Thank you. A meeting you
11 would have regardless of whether Yanny came into the
12 case; correct?

13 Hold it, you will get your turn to testify
14 later.

15 A. You have all sorts of assumptions built
16 into that.

17 Q. How did that work stem from anything Yanny
18 did or did not do?

19 A. Yanny was counsel of record for the
20 Aznarans at the time. The Rule 9 proceeding, the
21 pretrial proceedings in federal court require a great
22 number of things to be done including meetings with
23 opposing counsel, marking of exhibits. We had a
24 situation where at that time counsel of record for the
25 opposing parties had been counsel for my clients. It

1 raised all sorts of concerns concerning what the
2 obligations would be under Rule 9, what they are under
3 Rule 9 and how we were to address them. So a little
4 preparation in advance of the 40-day meeting to deal
5 with those issues seemed to be in order.

6 Q. That particular entry, can you read it for
7 us?

8 A. The June 15th, July 15th entry?

9 Q. Insofar as it relates to -- well, before I
10 ask you that. It looks like you are separating the
11 services with a semicolon; would that be correct?

12 A. Separating specific tasks in this
13 particular entry with a semicolon.

14 Q. So that portion that relates to Rule 9,
15 can you read it for us.

16 A. Sure, "Review Rule 9 memo and," I use CF
17 for conference or confer or whatever is appropriate.
18 Doesn't necessarily denote anything formal. "Review
19 Rule 9 memo and confer with Gutfeld and Farny."

20 Q. So the conference referred to the Rule 9
21 memo?

22 A. Yes, it would refer to the Rule 9 memo.

23 Q. And the Rule 9 memo was some form of
24 document, I take it?

25 A. I don't recall specifically what it was.

1 Q. Was it a document generated by lawyers in
2 the case or was it a published document?

3 A. There is no published document I am aware
4 of concerning Rule 9 except for Rule 9. So it would
5 have to have been something generated by the lawyers.

6 Q. Was it a draft of the Rule 9 memo that was
7 eventually to be submitted to the court?

8 A. I don't know.

9 Q. How would you go about refreshing your
10 memory as to that particular document?

11 A. I suppose I could get ahold of that
12 particular document and look at it.

13 Q. Where would that document be located?

14 A. Would be in the files of the Aznaran
15 case.

16 Q. In the court files?

17 A. Yes, that's one place.

18 Q. Well, and when I say court files, I guess
19 that's somewhat ambiguous. Would you have a copy of
20 that document in the court file that you maintain?

21 A. In a pleadings file. If indeed it were
22 the memo of -- well, for example, Rule 9 calls for a
23 memorandum of contentions of fact in law. If it were
24 that memo, certainly. I mean I have a file of the
25 pleadings and other documents filed with the court in

1 any case.

2 Q. What you were looking at on July 15 was a
3 draft?

4 A. I have no idea what Rule 9 memo that
5 refers to.

6 Q. How would you go about identifying the
7 particular document that you were looking at on that
8 particular day?

9 A. I suppose I could look at files and see if
10 there was anything that triggered my memory, but I don't
11 know that there would be anything.

12 Q. Did you render services in the Aznaran
13 case between June 30 and July 15 that would have been
14 rendered regardless of whether Yanny had ever
15 intervened?

16 A. I don't know.

17 Q. Did you make any effort to excise such
18 services if they were performed?

19 A. Excise from what? From the documents
20 produced as part of Exhibit-2? No, I did not.

21 Q. Let's take the third item for the date
22 June 30.

23 A. You are back to June 30?

24 Q. Yes.

25 A. Okay.

1 Q. Third item appears to be a telephone call
2 with Bartilson.

3 A. That's right.

4 Q. Now, as you sit here now, do you know
5 whether that telephone conversation had anything to do
6 with Joe Yanny?

7 A. As I sit here now?

8 Q. Yes.

9 A. I am not sure.

10 Q. How would you go about being sure whether
11 that conversation had anything to do with Mr. Yanny?

12 A. The only thing that I could do in that
13 respect is tell you at that time, which was a Sunday
14 right after Mr. Yanny had re-emerged in the Aznaran
15 case, it's my recollection that with respect to the
16 Aznaran case there wasn't any aspect of it that wasn't
17 tinged with the taint that Mr. Yanny's appearance
18 brought.

19 Q. Are there any services you performed and
20 recorded in your time sheets between June 30 and July 15
21 in reference to the Aznaran case that had been redacted
22 from Exhibit-2?

23 A. As I understand your question, if I had --
24 is there anything that I performed in the way of
25 services in the Aznaran case between June 30 and July

1 15th that has been redacted?

2 Q. Yes.

3 A. The answer is no.

4 Q. And as far as you are concerned,
5 everything you did in that time period in the Aznaran
6 case was a product of the conduct or caused by the
7 conduct of Joe Yanny?

8 A. Everything that was done was a product of
9 Mr. Yanny's conduct, caused by Mr. Yanny's conduct or
10 had to be addressed in light of the fact that Mr. Yanny
11 had come into that case.

12 Q. Would you briefly review the Aznaran time
13 sheet entries for June 15 through July -- June 30 to
14 July 15 and tell me whether there are any services
15 described there that in any way relate to the summary
16 judgment motion that was filed by the defendants in that
17 case in the month of July?

18 A. Was there such a motion filed?

19 Q. I believe so.

20 A. Well, I don't recall when any particular
21 summary judgment motion was filed.

22 (Witness and counsel confer.)

23 BY MR. PARKER:

24 Q. It was filed on July 1.

25 MR. COOLEY: Okay.

1 MR. PARKER: Although I think it was served by
2 mail before that date.

3 MR. COOLEY: I think it was June 28th if that's --

4 MR. PARKER: Something like that. I am referring
5 to that motion.

6 THE WITNESS: Through the 15th you said?

7 BY MR. PARKER:

8 Q. Yes.

9 A. No, I don't see any reference to any
10 summary judgment motion.

11 Q. Do you have an independent memory of
12 working on any summary motions judgement filed by your
13 clients in the Aznaran case during the summer of 1991?

14 A. Literally during the summer starting June
15 22nd --

16 Q. Let's just say June and July of 1991.

17 A. I recall looking at a summary judgment
18 motion, at least looking at it. I don't recall what
19 specifically I did with it in, I believe June, maybe in
20 fact more than one, but I don't have a specific
21 recollection on what issues or --

22 Q. How -- I started to say religious. I
23 shouldn't use that word in this case, but how careful
24 were you in that time frame to accurately record all of
25 the services you performed given that it didn't impact

1 how much your client paid you?

2 A. I am careful. I try to record these
3 things to the greatest extent as they happen. And I
4 think like most lawyers I am more or less successful at
5 that. I have never had a complaint.

6 Q. Here is the thing and the reason why I
7 asked the earlier question whether you redacted Aznaran
8 entries during that time frame, it's inconceivable to me
9 that a motion significant as the one filed July 1 or as
10 significant as the one for which you sought permission
11 to file a more than 50-page brief on July 5 would not
12 have passed before your eyes. And yet there is no entry
13 for it.

14 A. Well, I have said what I said. And there
15 is nothing redacted here.

16 Q. But there is nothing recorded there
17 either.

18 A. Not in that period.

19 Q. And yet you remember looking at something
20 like that in that time frame, don't you?

21 A. No, I remember looking at something like
22 that in June I said, not in July.

23 Q. The time sheets are prepared
24 contemporaneously or at least that was the practice at
25 the time?

1 A. Yes.

2 Q. Now, you follow what I and others call
3 block billing by which I mean you record a series of
4 services and then you give the total time collectively
5 rather than breaking them down individually.

6 A. That's correct.

7 Q. Was that part of the custom and practice
8 you followed in recording time on church-related
9 litigation matters in 1991?

10 A. Yes.

11 Q. Do you have the ability to break down the
12 time, if there was reason to do so?

13 A. No.

14 Q. In other words, would it be anything other
15 than guesswork for you as you sit here now to tell us of
16 the 3.75 hours billed on June 30 for this matter how it
17 breaks out on the three different items?

18 A. I would have absolutely no way of telling
19 you.

20 Q. But if you were able to leave here and go
21 back to your office and review records, would it be any
22 less an exercise in speculation?

23 A. Absolutely not. Even assuming that there
24 was something else to review.

25 Q. You did not produce any time sheets for

1 June other than June 30 and specifically including the
2 so-called breakfast meetings; is that correct?

3 A. That's correct.

4 Q. Why is that?

5 A. Well, with respect to damages claimed in
6 the Aznaran case this would be the first entry, this
7 June 30, 1991. I read the request to see any reflection
8 on my time sheets of the June 5th meeting. And there
9 was none. There was no specific reference to a meeting
10 on June 5th.

11 Q. Would you look at Page 19 of Exhibit-2 for
12 a minute.

13 A. Page 19. Of Exhibit-2?

14 Q. Yes. Probably what I should ask you to do
15 is to look at Item 62 in Exhibit 1 and compare it to
16 your response which begins at the bottom of Page 18 of
17 Exhibit-2. Why don't you take a moment to review those
18 two.

19 A. You want -- I want to make sure I have got
20 what you want. You want me to look at Request No. 62?

21 Q. Yes.

22 A. And also the response to No. 62?

23 Q. Correct, and read it with this question in
24 mind so I will give it to you ahead of time. When you
25 say as you do on Lines 4 and 5 of Page 19,

1 "Notwithstanding these objections, deponent will
2 produce documents responsive to this request." My
3 question will be: Can you identify any of those
4 documents as being attached to Exhibit-2?

5 A. Yes, I can. And I am glad you reminded
6 me. There is one document I found that I thought did
7 respond to that request. And I neglected to put it
8 here. I am sorry about that. The one document and I
9 think it would be best to characterize it as you just
10 did would be a receipt, although it is not really a
11 receipt. I couldn't remember who paid for breakfast on
12 June 5th. And I looked to see if I had any credit card
13 receipts, could not find one for June 5th. However, I
14 did discover on a bill for a credit card that there was
15 an entry for June 5th, 1991 for the Biltmore Hotel. I
16 meant to bring it this morning, I didn't. I can
17 certainly get it to you very quickly.

18 I don't think it had to do with the
19 so-called breakfast meeting on June 5th because my
20 recollection was that it was in excess of \$54 and that
21 would have been an outlandish price for breakfast. I
22 would have made certain that Quinn picked up the tab.
23 But, nevertheless, there was that date and it gave me
24 some pause.

25 I don't have the receipt. As I say I can

1 go back and show you a redacted credit card statement
2 that shows that date. It is just as conceivable perhaps
3 more to me that it referred to a lunch at the Biltmore
4 the same day.

5 Q. But let's see if we can obviate it. Are
6 you saying that the amount was \$54?

7 A. Yes. The number 54.01 keeps going through
8 my head but it was around \$54 and not even I eat that
9 much for breakfast.

10 Q. Was the June 5 breakfast meeting at the
11 Biltmore?

12 A. Yes, it was.

13 Q. Do you have a memory of other meetings
14 that or other causes that might have taken you to the
15 Biltmore later that day?

16 A. Sure do.

17 Q. Connected to the Aznaran case?

18 A. No.

19 Q. Unrelated to Mr. Yanny?

20 A. Unrelated to Mr. Yanny.

21 Q. I don't think at this point we need to see
22 the receipt, but if I change my mind I will let you
23 know.

24 A. As I say it is not a receipt. I would
25 have to redact the invoice.

1 Q. Thank you.

2 Would you look at Item 63 in Exhibit-1 and
3 then look at your response.

4 A. Uh-huh.

5 Q. Paraphrasing, 63 basically had to do with
6 documents that related to the June 20 meeting. And your
7 response is, "I don't have any."

8 A. It is the same question as 62 essentially
9 but looking at the June 20 meeting instead of the June 5
10 meeting and the answer is "I don't have any."

11 Q. So are there in existence whether you have
12 them or not any documents which you created or caused to
13 be prepared that relate to the June 20 meeting? Notes?

14 MR. COOLEY: You mean other than the
15 declarations?

16 MR. PARKER: Other than the declarations. That's
17 a good point.

18 THE WITNESS: The answer is no.

19 BY MR. PARKER:

20 Q. You did not take notes at either the June
21 5 or June 20 meetings?

22 A. That's correct.

23 Q. So when you give declarations in the past
24 and give testimony today it is based on an unrefreshed
25 recollection?

1 A. That's not correct.

2 Q. It is based on independent recollection?

3 A. In part.

4 Q. And refreshed recollection based on
5 reviewing declarations by the other two gentlemen who
6 were present?

7 A. No.

8 Q. In what way has your memory been refreshed
9 with respect to those events?

10 A. At what time?

11 Q. As you sit here now. I am going to ask
12 you questions about those events.

13 A. I see.

14 Q. And I am wanting to know if --

15 A. I misunderstood your question.

16 Q. Okay.

17 A. With respect to now, I refreshed my
18 recollection to the extent that it needed to be
19 refreshed by reviewing those documents that I identified
20 earlier. That's how I did it. And having discussions
21 with counsel.

22 Q. What did you do when you prepared your
23 declaration?

24 A. When I prepared my declaration I -- well,
25 I sat down and prepared the declaration. I don't recall

1 having any notes. I may, I believe I did, speak with
2 Mr. Quinn, the attorney listed on the June 20
3 declaration.

4 Q. 1991?

5 A. Right. As I sit here I don't recall
6 whether I had any other conversations with anyone about
7 it other than Mr. Quinn.

8 Q. Other than the discussions in the meetings
9 that took place themselves, have you spoken to
10 Mr. Van Sickle of your memory and his of those events?

11 A. Other than on those dates?

12 Q. Yes.

13 A. Yes.

14 Q. When was the most recent occasion?

15 A. Would have been shortly before
16 Mr. Van Sickle's declaration in January 1992.

17 Q. Was that in person or by phone?

18 A. It was by phone.

19 Q. And before that event when was the last
20 time, if ever, that you and he spoke of what happened at
21 the June 5 or June 20 meetings?

22 A. It would have been sometime in the fall of
23 1991. I think. I am not -- I don't know that I could
24 even give you a month.

25 Q. Was the conversation in the fall of 1991

1 in person or by phone?

2 A. By phone.

3 Q. And when before that, if ever, did you and
4 he speak of those events?

5 A. I don't know that we did except in court.

6 Q. And by court you mean what court?

7 A. L.A. Superior Court. In the courtroom
8 during a proceeding, the events would have been
9 discussed.

10 Q. Relating to the Yanny II case?

11 A. Yes, Yanny II. There would be no court
12 appearances in Aznaran during that period. Or any other
13 except for one.

14 Q. The conversation that occurred in the fall
15 by phone --

16 A. Yes.

17 Q. -- was it involving only the two of you?

18 A. Yes.

19 Q. Did you take notes of that conversation?

20 A. I did not.

21 Q. Did you prepare a memorandum summarizing
22 the phone conversation?

23 A. I did not.

24 Q. Who called whom?

25 A. I believe -- I am certain I called him.

1 Q. How long did the conversation last?

2 A. Five, seven minutes perhaps.

3 Q. What was your purpose in initiating the

4 call?

5 A. To chew his ass out.

6 Q. And were you successful?

7 A. I believe I voiced my opinions and

8 feelings on the subject quite succinctly.

9 Q. What events or circumstance prompted you

10 to make the call?

11 A. I am not entirely sure as I sit here.

12 There have been a number of things that prompted me to

13 bring anger in that regard and one of them, whatever it

14 happened to be, prompted me to pick up the phone, call

15 him and chew him out.

16 Q. What did the two of you say to each other

17 in that conversation?

18 A. I don't remember what Barry said in

19 particular. Nor do I remember my particular words so

20 that I could quote them for you. What I do remember

21 telling him was that I was sick and tired of hearing his

22 then-client, Joe Yanny, carrying on this trail of crap

23 about Jack and me in those breakfast meetings, that

24 Barry knew damn well what happened at those meetings,

25 that there was nothing wrong with it. I was sick of

1 seeing it in print. I was sick of hearing it in court
2 and I was sick of having to address that bullshit while
3 everything else was going on. That's what I told him.

4 Q. Do you recall anything else that was said
5 on that subject during that conversation?

6 A. As I said, that was the general import of
7 the communication I meant to convey to him.

8 Q. I take it earlier this year when you
9 called him you were not feeling the same sense of
10 hostility?

11 A. Well, I wasn't quite as angry if that's
12 your question.

13 Q. And indeed you wanted a favor from him?

14 A. I did not.

15 Q. You made a request of him, did you not?

16 A. I told him he was either going to have to
17 give me a deposition or give me a declaration on the
18 subject.

19 Q. What did he say?

20 A. I believe he said he was going to draft a
21 declaration. It was a very short telephone call.

22 Q. Did you take notes?

23 A. No, I did not.

24 Q. Was anyone else on the line?

25 A. No, not on my end.

1 Q. You called him?

2 A. Yes, I did.

3 Q. What else did he say to you and you say to
4 him?

5 A. I don't recall that there was anything
6 else actually said during that conversation other than
7 what I have already told you. He said he would draft a
8 declaration. I think I might have asked him when can I
9 look to see it. And I believe he said something about
10 sending a draft, but that was the extent of that call.
11 It was very brief.

12 Q. Did you ask him to send you a draft so you
13 could approve it beforehand?

14 A. I did not.

15 Q. Did you ask him to send you a draft?

16 A. Did I ask him to send me a draft?

17 Q. Of the declaration.

18 A. I don't think so. I think he offered to
19 send a draft.

20 Q. Did you ask to see it before he signed
21 it?

22 A. Yes, I think I might have done that.

23 Q. And that did in fact happen, didn't it?

24 A. I received a draft along with a cover
25 letter that showed that you did at the same time.

1 Q. In a conversation did you tell Mr. Van
2 Sickle what, if anything, you would do with the
3 declaration if he were to give it?

4 A. I don't recall.

5 Q. Did you discuss who would get the original
6 of the declaration?

7 A. I told him that I would like to file the
8 declaration in respect to something that had been filed
9 in this case. I forget -- I guess it had to be with
10 respect to the motions that were calendared for January
11 31st.

12 Q. So you asked him to favor you with the
13 original; is that correct?

14 A. Yes, so I could file it.

15 Q. And did you and he discuss whether or not
16 your intent ought to be disclosed to Mr. Van Sickle's
17 former client and his lawyers?

18 A. I did not discuss that with Mr. Van
19 Sickle.

20 Q. Did he make any statement to you one way
21 or the other as to whether or not he would advise my
22 firm or Mr. Yanny of that arrangement?

23 A. I did not discuss that.

24 MR. COOLEY: When you use the term his former
25 clients, you mean his former clients, Mr. Yanny?

1 Correct? Because the Aznarans are also his former
2 clients and I want to make sure we know which one we are
3 talking about.

4 MR. PARKER: I was referring to Mr. Yanny.

5 THE WITNESS: That's how I understood the
6 question.

7 BY MR. PARKER:

8 Q. Going back to the time sheets. Let's go
9 to July 1. When you use the letters CF, does that
10 denote face to face or over the phone?

11 A. CF denotes face to face.

12 Q. What's the difference between the
13 abbreviation for meeting with that you described earlier
14 and CF?

15 A. Well, it's sort of one I have in my own
16 mind. The definition I guess I use is if it is a
17 formal, planned, scheduled meeting I call it a meeting.
18 If it's less than that in any degree I refer to it as
19 conference.

20 Q. What is the difference between a final
21 qual. and just a regular old qual.?

22 A. The difference between a final qual. and a
23 regular qual. is exactly what the word "final"
24 suggests. It is the last read-through. Usually
25 connotes but I don't -- I don't have this as a fast rule

1 in my mind, but as I sit here it usually connotes
2 something I had seen before and either come back for
3 suggested changes or otherwise it went through
4 revisions.

5 Q. The second entry, can you read that for
6 us?

7 A. Sure. It says, "Capital T capital C,
8 Rathbun," R A T H B U N, "re Greene," G R E E N E.

9 Q. Greene refers to Ford Greene?

10 A. I suppose so.

11 Q. From this entry can you tell whether you
12 initiated the call to Rathbun or he had called you?

13 A. I cannot.

14 Q. And as in the case of the June 30 entry,
15 are you able except by exercise of speculation to break
16 out the time entries, in other words, take the 3.50 and
17 allocate it?

18 A. No, I am not.

19 Q. I won't --

20 A. You don't have to. There is no way I can
21 do that for any of these without completely guessing.

22 Q. I appreciate that.

23 The order in which you described the
24 services, is it generally the order in which they
25 occurred?

1 A. Yes.

2 Q. The fourth entry you have three names in
3 parentheses. The middle one is Lynn Farny's name?

4 A. That's right.

5 Q. And Cooley is your counsel here today?

6 A. That's correct.

7 Q. And the next entry CF, is that also
8 Farny?

9 A. Yes, it is.

10 Q. And the next entry is a reference to
11 Mr. Parkin, who is here today?

12 A. That's correct.

13 Q. Do you know the location of the various
14 meetings that are referenced in the July 1 time sheet?

15 A. I presume, well, I don't have to presume.
16 It would be at -- would be Bowles & Moxon's office I
17 suspect. There is an outside chance it would have been
18 at Mr. Quinn's office but I think that is quite remote.

19 Q. Especially since all the entries with
20 Mr. Quinn are by telephone.

21 A. Precisely.

22 Q. Is it your testimony that all of these
23 meetings and conversations revolved around Mr. Yanny's
24 intervention?

25 A. On July 1, 1991, yes.

1 Q. Well, I am asking because on July 1 the
2 church filed a very substantial motion for summary
3 judgment which I assume was in the hopper before June
4 28.

5 A. I assume was completed for filing before
6 then, I don't know. I am suggesting that my
7 recollection is that around July 1, 1991 the focus of
8 our attention was on Mr. Yanny's re-entry into the
9 Aznaran case.

10 Q. But you don't deny that some of these
11 conversations took into account, for example, the
12 summary judgment motion filed that day?

13 A. I can't tell you. Because it doesn't say
14 that.

15 Q. Do you have, well, it doesn't mention
16 Mr. Yanny either.

17 A. No, it does not.

18 Q. Do you have records that you could review
19 that will allow you to determine whether any of these
20 services related to the summary judgment motion?

21 A. Do I have records from which I could
22 determine that?

23 Q. Yes.

24 A. No, I don't think I do.

25 Q. Do you have a way to determine that?

1 A. I don't believe I do.

2 Q. And in effect I have asked this question
3 before and it is the last time I will ask it, but based
4 on this time sheet for July 1 you only worked three and
5 a half hours that day on the Aznaran case?

6 A. Yes.

7 Q. And everything you did that day on the
8 Aznaran case is described in this time sheet?

9 A. Yes, to the best of my recollection and
10 there certainly isn't another entry on that sheet for
11 any other work on the Aznaran case.

12 Q. There have been times during the
13 deposition when you have answered a little quickly
14 because I haven't quite finished the question and I
15 appreciate that and that's a normal problem in a
16 deposition, but I certainly don't want you to do that in
17 response to my next question.

18 A. Okay.

19 Q. Would you please describe for me the
20 substance of your conversation with Mr. Rathbun on the
21 subject of Ford Greene that occurred on July 1, 1991.

22 MR. COOLEY: I object. That impinges upon the
23 attorney-client relationship. Mr. Rathbun is the
24 president of the Religious Technology Center, and I
25 would instruct the witness not to violate the

1 attorney-client privilege by relating that
2 conversation.

3 BY MR. PARKER:

4 Q. Can we have a stipulation that where Mr.
5 Cooley objects on attorney-client privilege grounds that
6 you are deemed to have refused based on his
7 instruction?

8 A. Sure. It will grease it.

9 MR. PARKER: And if I were to ask about the
10 substance of the remaining conversations that are
11 described in the July 1 time entry, the position would
12 still be the same?

13 MR. COOLEY: Yes. Let me just review them.
14 Telephone conversation with Rathbun re Greene, you have
15 got the subject matter. I won't let him go any further
16 on that.

17 Telephone conference with Quinn, yes, the
18 instruction would be the same there. Unless he and
19 Quinn were talking about the events of June 5th or June
20 20, I would not impose an objection to that.

21 The telephone -- conference call that
22 involved Rathbun, Farny and me along with Mr. Drescher,
23 I would not allow him to testify to.

24 The conference with Farny the same.

25 Bartilson, a lawyer; Kobrin, a lawyer;

1 Parkin, a client representative of CSC; Farny, a client
2 representative of CSI, I would not let him testify to
3 that conversation.

4 Again the call to Quinn, if it involved
5 the events of the 5th or the 20th, I would not interpose
6 any objection. If it did not, I would.

7 And telephone calls to Rathbun and Quinn,
8 Rathbun, president of RTC and Quinn, co-counsel, I would
9 not allow him to testify to.

10 BY MR. PARKER:

11 Q. Let's take the two Quinn conversations
12 here. You had two separate telephone calls with just
13 you and Mr. Quinn on the line on July 1?

14 A. That's what's reflected.

15 Q. And would you please tell me what you said
16 to Mr. Quinn and what he said to you in the first of
17 those conversations?

18 MR. COOLEY: To the extent that they relate to the
19 events of June 5th or June 20th I interpose no
20 objection. To the extent that they relate to any other
21 matters involving the affairs of the clients that you
22 both represented, church clients, I would object and
23 instruct you not to answer.

24 (Witness and counsel confer.)

25 MR. COOLEY: You may give that answer.

1 THE WITNESS: I have no idea what either of those
2 conversations with Mr. Quinn was about on that day.

3 BY MR. PARKER:

4 Q. Do you have any way of refreshing your
5 recollection?

6 A. No, I don't.

7 Q. Without disclosing contents but for the
8 assertion of the privilege by Mr. Cooley, would you be
9 able to tell me the substance of any of these
10 conversations listed in your time sheet for July 1?

11 A. No.

12 Q. Again but for the assertion of the
13 privilege would you have means available to refresh your
14 memory as to what was said?

15 A. No.

16 MR. PARKER: Well, for the record, I am not going
17 to take issue at the moment with the assertion of the
18 privilege, but I do believe that if the privilege is
19 otherwise validly asserted that it means you have made
20 an election at this point and you cannot change your
21 mind as we approach trial or in midstream --

22 MR. COOLEY: I assure you that we wouldn't be
23 adopting a sandbagging approach as Mr. Yanny did in
24 Yanny I of asserting a privilege and then trying to
25 testify to it at the trial. That would not be our

1 style.

2 MR. PARKER: It would not be the first time it
3 happened to me so I simply wanted to make my views
4 known.

5 MR. COOLEY: And I appreciate that and having been
6 the victim of that very matter at the hands of your
7 clients, I can appreciate how that impacts and I
8 wouldn't do that. If there is any waiver of that
9 privilege I would recognize it would have to come in
10 advance to permit you to do appropriate discovery into
11 it and we would give you notice to that effect.

12 BY MR. PARKER:

13 Q. Without regard to any particular date,
14 have you and Mr. Quinn had conversations by phone or in
15 person in which the two of you discussed your
16 recollection of the events of June 5 and June 20, I am
17 referring to the breakfast meetings where Van Sickle was
18 present?

19 A. At any time?

20 Q. At any time since those meetings
21 occurred.

22 A. Let me hear the question back.

23 JUDGE JOHNSON: You want to read it back, please.

24 (The pending question was read.)

25 MR. COOLEY: You mean discussing that subject

1 matter at the breakfast meetings, of the breakfast
2 meeting?

3 MR. PARKER: Yes.

4 THE WITNESS: Yes.

5 BY MR. PARKER:

6 Q. More than once?

7 A. Yes.

8 Q. Can you recall individual conversations on
9 that subject matter?

10 A. Yes.

11 Q. When was the most recent such occasion?

12 A. The other day.

13 Q. Meaning how many days ago?

14 A. Today is Wednesday?

15 Q. Yes.

16 A. Monday.

17 Q. Telephone or in person?

18 A. Person.

19 Q. Just the two of you?

20 A. Yes. At first.

21 Q. You were joined by someone?

22 A. Yes.

23 Q. By whom?

24 A. Mr. Cooley.

25 Q. Anyone else? Who joined the

1 conversation?

2 A. Not in that conversation, no.

3 Q. Taking the first part of the conversation
4 before Mr. Cooley joined you, I take it he joined it
5 after it began?

6 A. Yes, actually he was in a room, Jack and I
7 were in the hall and mentioned it before we went
8 inside.

9 Q. What did the two of you, you and Mr. Quinn
10 say to each other in reference to those two meetings?

11 MR. COOLEY: You mean outside of my presence?

12 MR. PARKER: Yes.

13 THE WITNESS: Outside of his presence? It was
14 just a momentary thing. And I don't remember
15 specifically what was said other than the fact that it
16 was going to be a subject of our depositions.

17 I don't think we discussed any content or
18 shared any reflections or recollections concerning what
19 happened on either the 5th of June or the 20th of June.

20 BY MR. PARKER:

21 Q. Until you entered the room where
22 Mr. Cooley was?

23 A. That's correct.

24 Q. Now, again, without answering too quickly,
25 what did you and Mr. Quinn say to each other in the

1 presence of Mr. Cooley that day on the subject matter of
2 the June 5 or June 20 breakfast meetings?

3 MR. COOLEY: I object. That meeting was held for
4 the purpose of preparation for this deposition and they
5 reviewed with me and answered my questions concerning
6 the events. It was all part of a legal service that I
7 was performing for these witnesses since I will also be
8 representing Mr. Quinn at his deposition which I think
9 is tomorrow but -- and so I would instruct him not to
10 give any answer in response to that.

11 BY MR. PARKER:

12 Q. What was the next preceding occasion where
13 you and Mr. Quinn spoke to each other about the subject
14 of the June 5 and June 20 breakfast meetings?

15 A. It would have been, and this is the only
16 other conversation I can isolate about the substance of
17 those meetings, would have been at about the time that
18 the declarations were being prepared to which I referred
19 to earlier, Mr. Quinn's and mine, both dated, I think,
20 July 8th, 1991.

21 Q. So the two of you spoke at a time when the
22 meetings were still fresh in mind?

23 A. Yes, we did.

24 Q. What did you say to each other on that
25 subject?

1 A. I believe I told Jack that I was going to
2 prepare the declaration to which I refer. And I then
3 did so. I don't recall any specifics. We did not to my
4 recollection in that conversation parse out facts or
5 rehash the facts. I informed him that I was going to do
6 a declaration.

7 Q. And what did he say?

8 A. I don't recall.

9 Q. You prepared your own?

10 A. I did.

11 Q. And who prepared Mr. Quinn's?

12 A. I don't know. I may have looked it over.
13 I believe I did look it over and I am aware that
14 Mr. Quinn revised it, but I don't know in what order
15 those events took place and I don't know who drafted
16 it.

17 Q. What was the revision?

18 A. Oh, it was not any more than grammatical
19 as I recall.

20 Q. So before the drafting began the two of
21 you compared notes as to your memories of those events?

22 A. That's not what I said.

23 Q. Is that correct?

24 A. No, that's not correct.

25 Q. Did you share with each other your memory

1 of what had happened a few days earlier?

2 A. I don't know that we did. What I can
3 recall telling Jack is that I was going to be preparing
4 a declaration. I really don't recall what he said. But
5 I have no recollection in that phone call going over the
6 facts with him.

7 Q. And did you each review and approve the
8 other's declaration before it was filed?

9 A. I know I looked at his. I don't know if
10 you would call it review and approve. I certainly
11 reviewed it.

12 Q. You commented upon it?

13 A. I don't know.

14 Q. Did you suggest changes?

15 A. Not that I recall.

16 Q. Did he --

17 A. The only thing I remember in that regard
18 is telling Jack, "It's your declaration."

19 Q. Did he review yours before you signed it?

20 A. I am not certain. I think so.

21 Q. Do you recall any comments he made about
22 your declaration before you signed it?

23 A. No.

24 Q. In any conversation you and he have had
25 outside the presence of Mr. Cooley recalling the events

1 of June 5 and June 20, have you ever had any
2 disagreement as to something that happened during those
3 meetings?

4 A. No. With Mr. Quinn you mean?

5 Q. With Mr. Quinn.

6 A. No.

7 Q. Do you recall any inconsistencies in your
8 two recollections?

9 A. No.

10 Q. What does DQ stand for?

11 A. In what context?

12 Q. In the context of your time entry of
13 July 2.

14 A. Disqualification.

15 Q. Have you prepared enough of these that you
16 now have an abbreviation for that?

17 A. No.

18 Q. You prepared at least one other in the
19 same case, hadn't you?

20 A. Yes.

21 Q. That was a disqualification motion of
22 Mr. Van Sickle?

23 A. Of Cummins & White and Mr. Van Sickle.

24 Q. What was your role in preparing that
25 particular motion back in 1988?

1 A. I don't remember.

2 Q. What was your role in preparing the motion
3 to disqualify Mr. Yanny in the Aznaran case?

4 A. In July of 1992?

5 MR. COOLEY: '91.

6 THE WITNESS: '91, excuse me.

7 BY MR. PARKER:

8 Q. Yes.

9 A. From the time sheets it says qual. In
10 other words, quality control.

11 Q. Who was the principal draftsman of the
12 motion to disqualify?

13 A. Would either be -- well, I am not sure. I
14 am not sure.

15 Q. Was it someone from Bowles & Moxon?

16 A. Perhaps.

17 Q. Do you have a way to refresh your memory
18 as to who the principal draftsman was?

19 A. Well, I could probably ask someone that.

20 Q. Do you have any records that would tell
21 you that?

22 A. No, I don't.

23 Q. Who is the Mason that is referred to in
24 the July 2 time sheet?

25 A. Oh, that is Aron Mason with one A. Aron

1 with one A.

2 Q. A R O N?

3 A. Yes.

4 Q. That's a man?

5 A. Yes.

6 Q. What position, if any, does he hold with
7 one of the church organizations?

8 A. He is with Church of Scientology of
9 California.

10 Q. What is his title, if any?

11 A. I don't know what his title is. He is a
12 paralegal.

13 Q. He was a paralegal at the time?

14 A. Yes.

15 Q. And Mr. Gutfeld, who was that?

16 A. Mr. Gutfeld was also a paralegal for the
17 Church of Scientology of California and was at that
18 time.

19 Q. And they worked with Mr. Ward as part of
20 the same staff?

21 MR. COOLEY: Mr. who? Matt Ward?

22 MR. PARKER: Yes.

23 THE WITNESS: Yes.

24 BY MR. PARKER:

25 Q. The words that appear after the

1 parentheses where the various names shows, is that re
2 filings?

3 A. Yes.

4 Q. And what were you referring to?

5 A. Well, I don't use that for any designation
6 other than court filings to my recollection.

7 Q. I don't believe I made extra copies, but I
8 thought it might be useful from time to time to help us
9 remember some of these events to look at the docket
10 sheet for the Aznaran case, and let me just pass it over
11 to you and see, does that at all help you recall what
12 filings you were working on on July 2?

13 A. This is the federal docket sheet from
14 court?

15 Q. In the Aznaran case, yes.

16 A. I have always found these things
17 impenetrable.

18 Well, I have read over from this sheet you
19 have handed me, the docket continuation sheet from July
20 1 to July 5.

21 Q. Does that help you recall?

22 A. No.

23 Q. The reference to filings would be
24 documents filed by or on behalf of your clients?

25 A. Or others filed in the case by other

1 people.

2 Q. So it doesn't necessarily mean something
3 generated by or on behalf of your client?

4 A. No, that's correct. It could be matters
5 arising from the filings of other parties which had to
6 be addressed and whatever appropriate reactions made.

7 Q. Now, the fillings, were they addressed in
8 a meeting that day?

9 A. Appears so.

10 Q. MT stands for meeting?

11 A. Yes.

12 Q. Let's look at July 5. You performed
13 services only briefly that day in the Aznaran case?

14 A. Yes.

15 Q. You record time in quarter hour
16 increments?

17 A. That's what I do.

18 Q. Whose motion for continuance were you
19 addressing?

20 A. I don't know.

21 Q. Was there any other motion to continue in
22 July other than the one filed on behalf of the
23 plaintiffs?

24 A. Not that I recall. Meaning on behalf of
25 the Aznarans?

1 Q. The plaintiffs in the case.

2 A. Yes.

3 Q. I am sorry, that's a good point. It is
4 ambiguous. The Aznarans.

5 A. I am aware of no other as I sit here.

6 (Recess taken.)

7 BY MR. PARKER:

8 Q. Let's turn to July 7. Would you read the
9 first time entry.

10 A. "Qual. and edit and rewrite ex parte
11 application for continuance and declarations thereon."

12 Q. Whose ex parte application was it?

13 A. I have no idea.

14 Q. What continuance was being sought?

15 A. I have no idea.

16 Q. Does the docket sheet help you recall?

17 A. Well, the docket sheet suggests that I
18 left out the word opposition.

19 Q. That's what I think.

20 A. Yes.

21 MR. COOLEY: Me, too. That makes it unanimous.

22 BY MR. PARKER:

23 Q. Because you are looking at the July 8
24 entry?

25 A. Yes. And then opposition to an ex parte

1 application for continuance was filed by the defendants
2 on July 8th.

3 Q. So you were reviewing opposition papers.

4 A. Yes.

5 Q. I am not sure if Mr. McShane's name came
6 up in the early time entries, but can you identify that
7 entry?

8 A. His name is Warren McShane.

9 Q. What position did he hold at the time?

10 A. Well, he is an officer of Religious
11 Technology Corporation. I believe he is the corporate
12 secretary and was at the time.

13 Q. When you show TC apostrophe S, does that
14 mean that each of these individuals engaged in separate
15 telephone conversations with you?

16 A. The way this particular one for July 7th
17 is set up, yes.

18 Q. If they had been altogether you would have
19 used parentheses?

20 A. Yes. Would have suggested a conference
21 call or several people on the same call.

22 Q. And in keeping with the way you recorded
23 time you would expect that the conversations occurred in
24 the order in which they appear here?

25 A. Yes, but not necessarily. If there are a

1 string of telephone calls in succession, and this may
2 have been that, I don't recall, but my practice is if
3 there is a string of telephone calls then I will attempt
4 to reconstruct them in that order. It helps me remember
5 what happened. But it is likely but not necessarily
6 sure that that's the order.

7 Q. If you record a telephone conversation as
8 having occurred with Laurie Bartilson on a particular
9 day and there is no similar reference in her time sheets
10 to that, what may we take that to mean?

11 A. You may take that to mean that I had a
12 telephone conversation with Laurie Bartilson on that day
13 and you will have to ask her.

14 Q. Do you have knowledge or information
15 concerning the billing practices of Bowles & Moxon that
16 might explain why she would not record a conversation
17 that in fact occurred between the two of you?

18 A. I have no idea.

19 Q. Do you have any knowledge or information
20 as to the extent to which, if at all, her time sheet
21 practices in that time frame differed from yours?

22 A. I have and have never had any knowledge of
23 Miss Bartilson's time sheet practices.

24 Q. Do you have any knowledge or information
25 as to the procedures followed by Bowles & Moxon in the

1 Aznaran case in June, July and August with reference to
2 billing for their services?

3 A. No.

4 Q. Do you know whether Bowles & Moxon in that
5 time frame also worked as you did for a flat monthly
6 fee?

7 A. I do not know.

8 Q. Do you know whether or not they billed on
9 an hourly basis for the Aznaran case in that time
10 frame?

11 A. I have heard Mr. Moxon state that the firm
12 bills hourly. That's the extent of my knowledge on the
13 subject and that's -- it wasn't with particular
14 reference to the Aznaran case.

15 Q. Do you have any knowledge or information
16 as to what fees were billed by Bowles & Moxon for their
17 work in the Aznaran case during the first 15 days of
18 July 1991?

19 A. I have no knowledge.

20 Q. July 8, 1991. The first line of your time
21 sheet the copy is not readable. Can you tell us what
22 the fourth and fifth words are? The fifth looks like
23 opposition but I can't --

24 A. If you call the fourth the thing that's
25 scratched out, then the fifth is opposition.

1 Q. I see. So that is scratched out. It is
2 not a copy fault. That word is scratched out. Why
3 don't you read that entry for us?

4 A. "Final prep of opposition to ex parte
5 application re continuance and declarations."

6 Q. Now, there are a series of telephone
7 conversations one on one; is that correct? You with the
8 person identified?

9 A. That's what immediately follows. "TC's
10 Farny, Gutfeld, Quinn, Parkin."

11 Q. The taint motion refers to what?

12 A. It is a motion to dismiss the case for
13 taint.

14 Q. How many motions were filed in June and
15 July in the Aznaran case by the church of the dismissal
16 or summary judgment variety?

17 A. I don't know.

18 Q. Was it two summary judgment motions that
19 were filed?

20 A. There were a couple of summary judgment
21 motions. We were following on the summary judgment
22 motion -- there had been a status conference about a
23 year earlier in which anticipated motions had been
24 identified for the court. And among those anticipated
25 motions identified for the court at that time were

1 various summary judgment motions, so some of those were
2 filed around this period.

3 You also asked about motions, a taint
4 motion?

5 Q. Yes.

6 A. A taint motion was also filed right about
7 that time is my recollection, based on Mr. Yanny's
8 intrusion, re-entry and breach of fiduciary duties with
9 respect to his re-entry into that case.

10 MR. COOLEY: I think we might let you change your
11 tape now.

12 VIDEO OPERATOR: Okay.

13 MR. PARKER: I think that's a good idea.

14 VIDEO OPERATOR: This is the end of Tape No. 1.
15 The time is approximately 11:37 and we are off the
16 record.

17 (Recess taken.)

18 VIDEO OPERATOR: This is the beginning of Tape
19 No. 2. The time is approximately 11:48 and we are on
20 the record.

21 MR. COOLEY: I have reviewed this time sheet of
22 July 1, and I am going to modify the instruction on that
23 telephone conversation with Rathbun, Farny and me, so as
24 to allow him to give the subject matter that was
25 discussed but not the contents of the discussions.

1 BY MR. PARKER:

2 Q. Do you have an independent memory of what
3 the subject matter was?

4 A. I have an independent memory of what the
5 subject matter was. From the moment we became aware of
6 Yanny's re-emergence and that was the subject matter,
7 Mr. Yanny coming in as attorney of record of the
8 Aznarans.

9 Q. Sounds like you proceeded to answer yes
10 then answered my next question which was what was the
11 subject?

12 A. That was the subject.

13 Q. What was the subject matter of the
14 conversation you had with Lynn Farny that occurred
15 thereafter?

16 A. I believe it was the same.

17 Q. Do you have a memory as you sit here now
18 of the conversation you had with Mr. Parkin on that
19 day?

20 A. No, I don't.

21 Q. Do you recall the subject matter?

22 A. No, I don't.

23 Q. Do you recall the subject matter of the
24 conversation you had with Bartilson, Kobrin, Parkin and
25 Farny that day?

1 A. No, I don't.

2 Q. That was a five-way conversation, wasn't
3 it?

4 A. Yes.

5 Q. It was a face-to-face meeting at Bowles &
6 Moxon?

7 A. Yes.

8 Q. Do you recall the subject matter of the
9 conversation with Jack Quinn, the first of the two
10 telephone conversations?

11 A. No.

12 Q. Do you recall the subject matter of the
13 second?

14 A. No.

15 Q. Do you recall the subject matter of the
16 telephone call with Mr. Rathbun and Mr. Quinn that
17 occurred at the end of your services that day?

18 A. My recollection was that it was the same
19 as the earlier call amongst Mr. Farny, Mr. Rathbun, Mr.
20 Cooley and me. Mr. Quinn not having been part of that
21 earlier call.

22 MR. PARKER: And I take it you are still going to
23 instruct him not to testify to the contents?

24 MR. COOLEY: As to what was said. In each
25 instance I think it's appropriate for him to give you

1 the subject matter without going into what was said.

2 BY MR. PARKER:

3 Q. Was there any other subject matter to your
4 conversation with Mr. Rathbun other than Ford Greene on
5 July 1?

6 A. I don't recall that. But it was obviously
7 related to Yanny or the agreement wouldn't have come
8 up. It was Mr. Greene -- with the Aznarans in pro per
9 intervening briefly and Mr. Yanny replaced.

10 Q. Let's go to July 9. It appears you had a
11 series of telephone conversations on that day and one of
12 them was with someone, am I reading this correctly,
13 McFadden?

14 A. Yes.

15 Q. Who is Mr. McFadden?

16 A. She is the same Ms. McFadden I mentioned
17 earlier.

18 Q. I don't recall that one. What was the
19 first name?

20 A. Lara. L A R A.

21 Q. I don't know if it is the copying job, but
22 on the far right margin is there something that's been
23 stricken or is it just the quality of the photocopying?

24 A. It is the quality of the photocopying.

25 Q. July 10. Can you read the second entry

1 that begins with the word, "review."

2 A. "Review, revise, qual. opp. to opp. to
3 app. for expedited hearing." I chuckled over that one,
4 too.

5 Q. So it's O, O, A?

6 A. That's right. It's review, revise quality
7 control in opposition to an opposition to an application
8 for expedited hearing. It should actually have been
9 apply.

10 Q. On July 13 we have a new name in the
11 context of your time sheets and that's Miss or
12 Ms. Lieberman, who is that?

13 A. It is Mr. Lieberman.

14 Q. First name?

15 A. Eric.

16 Q. And who is Eric Lieberman?

17 A. Eric Lieberman is an attorney.

18 Q. With what firm?

19 A. Rabinowitz Boudin, Standard, Krinsky &
20 Lieberman or Krinsky, Standard & Lieberman. I am never
21 quite sure, but those are the five named partners.

22 Q. The first name in the parentheses, is that
23 something that's just bad photocopying or has the name
24 been stricken?

25 A. It's bad photocopying.

1 Q. What is the name?

2 A. Rathbun.

3 Q. So it should be Rathbun, Farny, Gutfeld,
4 Cooley, Lieberman and Quinn.

5 A. Correct.

6 Q. What was the subject matter of that
7 conference call?

8 A. Can I see that docket sheet, because I
9 just had a thought.

10 This is around the time that according to
11 that docket sheet that there were the various motions
12 and applications that were submitted trying from the
13 defendants' side of that case to put off a summary
14 judgment hearing and from plaintiffs' perspectives
15 trying to expedite a hearing trying to disqualify
16 Mr. Yanny.

17 It's Lieberman's name that led me to ask
18 for that, because Eric was the principal draftsman on
19 the summary judgment motion that had been filed in June
20 to which I made reference before. That's one that had
21 been in the works for months. It was a very large
22 motion and it had been finished somewhere along the
23 line, I don't remember where, but it was a large summary
24 judgment motion that came out of Eric's office and
25 that's the recollection that Lieberman provokes,

1 although the specifics of that call I do not recall the
2 subject matter.

3 Q. And, again, I take it that if I ask about
4 contents of that conversation, you will assert the
5 privilege?

6 A. Yes.

7 MR. COOLEY: I would if it were necessary since he
8 doesn't remember what was said --

9 MR. PARKER: He could obviously or theoretically
10 refresh his memory but it wouldn't change the result.

11 MR. COOLEY: If he got to the point where he did
12 remember what was said, I wouldn't let him tell you.

13 MR. PARKER: Okay. That's what I meant.

14 MR. COOLEY: I think -- the testimony he has just
15 given puts it in the context of what was going on at the
16 time.

17 THE WITNESS: That's right.

18 BY MR. PARKER:

19 Q. You said the motion prepared by
20 Mr. Lieberman as principal draftsman was in the works
21 for several months. When was it finished?

22 A. Several months after it was started. I
23 don't recall exactly.

24 Q. Was it served as soon as it was ready for
25 filing?

1 A. I believe so.

2 Q. It seems from my review of your time
3 sheets that no services are recorded involving legal
4 research. That's accurate, isn't it?

5 A. No.

6 Q. It is not accurate?

7 A. It may be accurate for this particular
8 period.

9 Q. That's all I am dealing with. These time
10 sheets.

11 A. If you didn't see a reference to research,
12 then I did not perform research per se in that time
13 period.

14 Q. That's my interpretation, but you are the
15 author of these time sheets. Before I ask you to go
16 through them, let me inquire slash observe other
17 omissions in terms of services that you might have
18 performed. I don't see you preparing any correspondence
19 or memos in these time entries. Is that your memory
20 that you did not perform those services?

21 A. I don't know that that's my memory. If I
22 had prepared any correspondence during that period, it
23 would be my practice to note it. If I did research, it
24 would be my practice to note it on the time sheet. And
25 what was the third thing you mentioned?

1 Q. Memos.

2 A. That would be my practice to note it.

3 Q. And if you did research, you would use
4 that word to describe that activity?

5 A. Yes, I would or perhaps the symbol R/S. I
6 have used both.

7 Q. Nor did I see any what we might call
8 original drafting. It seemed like you were primarily
9 reviewing or exclusively reviewing, occasionally
10 rewriting; is that accurate?

11 A. Yes.

12 JUDGE JOHNSON: I am going to suggest that we
13 recess for lunch at this time and if it is agreeable we
14 will resume promptly at 1:30. Is that agreeable?

15 MR. COOLEY: That's agreeable.

16 MR. PARKER: I am willing to do it sooner but
17 that's certainly agreeable.

18 MR. COOLEY: That's agreeable to us.

19 JUDGE JOHNSON: Okay. We will go off the record
20 for the moment.

21 VIDEO OPERATOR: We are going off the record now.
22 And the time is approximately 11:59.

23 (The luncheon recess was taken
24 at 11:59.)

25

1 APPEARANCES OF COUNSEL:

2 (P.M. SESSION)

3

4 HONORABLE THOMAS T. JOHNSON

5

6 DAVID B. PARKER, ESQ.

7

8 EARLE C. COOLEY, ESQ.

9

10

11 ALSO PRESENT:

12

13 ROD RIGOLE, VIDEO OPERATOR

14 EDWARD PARKIN

15 JOSEPH A. YANNY

16

17

18

19

20

21

22

23 REPORTED BY:

24

25 PAULETTE M. GRIFFIN, CSR No. 2499

1 (The deposition of WILLIAM T.
2 DRESCHER, ESQ. was reconvened at 1:10 P.M.)
3

4 WILLIAM T. DRESCHER, ESQ.,
5 having been previously duly sworn, testified further as
6 follows:
7

8 VIDEO OPERATOR: We are back on the record now and
9 the time is approximately 1:12.
10

11 EXAMINATION (CONTINUING)

12 BY MR. PARKER:

13 Q. Mr. Drescher, I will just have a few
14 questions on the time sheets and as stockbrokers like to
15 say I am going back and fill and go through some of
16 these events.

17 Let me direct your attention to July 15
18 and the entry, which I believe is the first entry in the
19 Yanny II case. The amount of hours, looks like one
20 number was there then you wrote in 1.50.

21 A. Right.

22 Q. What's the number that was there?

23 A. Oh, I don't know.

24 MR. COOLEY: Where does 1.50 --

25 THE WITNESS: Turn the page.

1 JUDGE JOHNSON: You should probably toss that page
2 since it is a duplicate page.

3 MR. PARKER: Yes, I am sorry for the confusion.

4 Q. What was the purpose of the change?

5 A. Oh, I don't recall specifically. I
6 suspect it might have been because I had filled it out
7 and filled in the times and got a late call. That's
8 speculation but that would be the principal reason why
9 that happens once in a while.

10 Q. C O B, what's that?

11 A. Chairman of the Board.

12 Q. Is that Mr. Miscavige?

13 A. Yes.

14 Q. Is there a reason why you wouldn't put his
15 name down where everyone else's name is put down?

16 A. No.

17 Q. Is that your usual and customary way of
18 referring to him in your time sheets?

19 A. No, not necessarily. Sometimes it will
20 say Dave.

21 Q. I will get to those in a minute. So this
22 was a conference call involving each of the individuals
23 identified there?

24 A. Yes.

25 Q. There is a new name in the context of the

1 series of time sheets we have been exploring and that's
2 Mr. Heller. Would you please identify him?

3 A. Sure. That's Larry Heller. He is an
4 attorney, practices with a firm in Beverly Hills called
5 Turner, Gerstenfeld and other names including Wilk,
6 Tigerman & Heller, and I think that's the order.

7 Q. Now, I errored this morning when I said I
8 didn't think that Moxon's name didn't show up but indeed
9 it does in the first of the two entries for the Yanny II
10 case. Do you know why, and I will just make the
11 representation so you can take it as truthful for
12 purposes of the question, we have not received time
13 sheets for Mr. Moxon, only Helena Kobrin and Laurie
14 Bartilson?

15 A. I don't know.

16 Q. After Mr. Parkin's name can you tell me
17 that one?

18 A. Levin.

19 Q. Who is that?

20 A. That would be Neil Levin.

21 Q. N E I?

22 A. Yes. N E I.

23 Q. And who is he?

24 A. He is a paralegal.

25 Q. With CSC?

1 A. Yes.

2 Q. Are the plaintiffs in this lawsuit seeking
3 damages for time spent responding to Mr. Yanny's
4 intervention on the part of salaried employees of the
5 church entities or any of them?

6 A. Can I talk to --

7 MR. COOLEY: No, we are not.

8 MR. PARKER: That saves a considerable number of
9 questions as you might imagine.

10 THE WITNESS: Okay.

11 BY MR. PARKER:

12 Q. When was the decision made to file a
13 separate action that became Yanny II?

14 A. Would have been around about July 15th, I
15 believe.

16 Q. At that point in time, the motion to
17 disqualify was pending but not yet ruled on; is that
18 correct?

19 A. That's my recollection, yes.

20 Q. Why was it felt necessary to file a
21 separate action when the relief sought had not yet been
22 ruled on?

23 (Witness and counsel confer.)

24 MR. COOLEY: I instruct him not to answer that
25 question. It goes into the conclusions and the thinking

1 of the lawyers that counseled the clients on this matter
2 and it's attorney-client privilege.

3 MR. PARKER: So it's attorney-client privilege?

4 MR. COOLEY: And it's also work product.

5 MR. PARKER: But that's why I inquired because
6 naturally the client does not hold that privilege. Only
7 Mr. Drescher is empowered to assert that privilege.

8 MR. COOLEY: We are asserting work product on
9 behalf of Mr. Drescher since it goes into his thought
10 processes as well as the thought processes of other
11 lawyers. And we are asserting the attorney-client
12 privilege on behalf of the client because it goes into
13 discussions in which the clients were participants.

14 BY MR. PARKER:

15 Q. Before Judge Cardenas ruled on the motion
16 for preliminary injunction in this case, was he, to your
17 knowledge, advised of the ruling by Judge Ideman
18 vacating the Yanny in pro per substitutions in the
19 Aznaran case?

20 A. My recollection is that I learned about
21 Judge Ideman's ruling, tossing Mr. Yanny out of the
22 Aznaran case after a hearing in front of Judge Cardenas
23 in the Yanny II case. It was a morning hearing is my
24 recollection. And that afternoon I learned that Judge
25 Ideman had acted.

1 I also recollect that some sort of notice
2 was put together to bring it to the attention of Judge
3 Cardenas but in what sequence Judge Cardenas did what he
4 did in relation to that, I don't know.

5 Q. I am not clear from your answer. Was
6 Judge Cardenas informed of the ruling?

7 A. Yes.

8 Q. In writing by attorneys for plaintiffs in
9 this case?

10 A. Yes, that's my recollection.

11 Q. Now, the ruling, I think you can verify it
12 from the docket sheet, was on the 22nd of July. Take a
13 moment to look at that and see if that squares with your
14 understanding.

15 A. No, it does not. This civil docket
16 continuation sheet from the federal court says it was on
17 July 24th.

18 Q. Okay. Could I see it?

19 A. Sure.

20 Q. I may have made a mistake. You are right,
21 July 24. Now looking at your time sheets then for July
22 24 and after, can you tell me the date that you first
23 learned about the ruling?

24 A. No, I can't.

25 Q. The only hearings reflected in your time

1 sheets from and after July 24 would be July 24 and
2 August 6; is that accurate? In particular you might
3 want to look at that July 24 entry, particularly the
4 last part of it. It may refresh your memory.

5 A. I saw it. And the question was?

6 Q. Let me restate the question.

7 Did you learn for the first time about
8 Judge Ideman's ruling on July 24?

9 A. I suspect it was and the reason I base
10 that on it is the entry on the docket continuation sheet
11 you showed me and my time sheet entry that shows a
12 hearing in front of -- it doesn't say in front of Judge
13 Cardenas but by that point it would have been and also a
14 piece of evidence that says draft notice re federal
15 ruling.

16 Q. And that would be Judge Ideman's ruling?

17 A. Uh-huh. It was my recollection that I
18 learned about it on the afternoon of one of the days in
19 which we had a hearing in front of Judge Cardenas.

20 Q. While we pause on July 24, let me ask you
21 to read from the word on the first line right in the
22 middle. Says, "TRO hearing and" --

23 A. Debriefings.

24 Q. What is that?

25 A. It is a word I use to describe reporting

1 to client or clients on what happened at a particular
2 hearing or meeting, in this case appears to be a
3 hearing.

4 MR. PARKER: And, Mr. Cooley, I assume that you
5 will assert the privilege with respect to those
6 conversations?

7 MR. COOLEY: I certainly will.

8 BY MR. PARKER:

9 Q. Let's go to July 17, if we can. You have
10 a reference to a telephone call with Mr. Van Sickle on
11 that date. And as always I am referring of course to
12 Exhibit-2 in this deposition. Does that entry indicate
13 more than one conversation with Mr. Van Sickle that
14 day?

15 A. Yes, it does.

16 Q. How many were there?

17 A. I don't know but there was more than one
18 unless I inadvertently put the apostrophe S after TC.

19 Q. Can you recall more than one conversation
20 that day?

21 A. No. I can recall one.

22 Q. Who was on the line?

23 A. To my recollection Barry Van Sickle and
24 me.

25 Q. Who called who?

- 1 A. I called him.
- 2 Q. How long did the conversation last?
- 3 A. Oh, two or three minutes.
- 4 Q. Did you take notes?
- 5 A. I did not.
- 6 Q. Did you prepare a memorandum memorializing
- 7 the conversation?
- 8 A. A memorandum, no.
- 9 Q. Did you prepare anything in writing to
- 10 memorialize the conversation?
- 11 A. I may have, yes.
- 12 Q. What?
- 13 A. A declaration.
- 14 Q. What declaration?
- 15 A. If you look at July 18th, the next day,
- 16 you will see that my first notation is, "Prep for and
- 17 travel and appear in Department 1-A." The call I
- 18 remember on the preceding day was to give Mr. Van Sickle
- 19 notice that I was going to appear in Department 1-A and
- 20 seek an order that the Yanny II case be assigned for all
- 21 purposes to Judge Cardenas on the basis of the fact that
- 22 he had presided over the Yanny I case. So that was the
- 23 purpose of the call I remember the day before we went
- 24 down and saw Commissioner Dickey in 1-A.
- 25 Q. On that same line, the last entry it says,

1 "Prep for" and is that word various?

2 A. Which date?

3 Q. July 17.

4 A. Yes, "Prep for various ex parte
5 hearings."

6 Q. Were these all in the Yanny II case?

7 A. Yes. My recollection is we were going to
8 try to get the matter transferred to Judge Cardenas from
9 Department 1-A and then apply for our temporary
10 restraining order all at the same time. Or I should say
11 sequentially on the same day.

12 MR. PARKER: Perhaps we could pause at July 18 and
13 if I can just inquire of Mr. Cooley whether the meeting
14 at Quinn's office re strategy would be the subject of a
15 privilege assertion?

16 MR. COOLEY: Most assuredly would.

17 BY MR. PARKER:

18 Q. It doesn't say who was there, but
19 Mr. Drescher I take it that's clients and lawyers?

20 A. Absolutely and no one else.

21 Q. July 23, it appears from the second entry
22 that you have meeting; is that correct?

23 A. Yes.

24 Q. And it looks like meeting at CL's?

25 A. No. With. With clients.

1 Q. With clients. CL apostrophe S, clients?

2 A. Yes.

3 Q. The fact that I don't ask about each and
4 every conference is not for lack of interest or because
5 I am in any way in suspense as to whether you will
6 assert the privilege, but I just wanted to inquire from
7 time to time to make that record. I am assuming unless
8 you tell me otherwise that --

9 MR. COOLEY: I won't give you anything in a client
10 conference. Except the subject matter. And it is very
11 clear since it's under Yanny II that that's what it
12 related to.

13 BY MR. PARKER:

14 Q. I just must ask you about July 26. I
15 couldn't refrain. Can you read that and explain it to
16 us?

17 A. Sure. It says, "Revise and rework paper
18 after paper after paper for resubmission," I believe the
19 last word is.

20 Q. What does that mean?

21 A. That means exactly what it said. There
22 were a number of various papers that I revised, looked
23 at, reworked in some cases, I assume, for resubmission.
24 Before Judge Cardenas.

25 Q. In connection with what hearing or

1 matter?

2 A. Well, I don't remember the dates per se,
3 but what happened was the case had been filed. There
4 had been a hearing in Department 33, that's the court to
5 which the matter would have gone by virtue of the case
6 number. There was that hearing.

7 Then there was ultimately as I -- I
8 believe Judge Chirlin mentioned it that she had been in
9 communication with Judge Cardenas on the subject of this
10 case or it might have been that Judge Cardenas at some
11 point mentioned it. We were trying to figure out which
12 courtroom to go to since we were seeking emergency
13 relief. So we were bouncing between 33 where Judge
14 Chirlin sat and 41 where Judge Cardenas sat.

15 We had an argument on the temporary
16 restraining order ultimately before Judge Cardenas which
17 I believe is the one that occurred on the same day that
18 we became aware that Judge Ideman had booted Yanny out
19 of the Aznaran case so that's my suspicion that's the
20 24th of July. And we wanted to bring the matter further
21 to the court's attention concerning Yanny's ejection by
22 Judge Ideman, and in the process of trying to do that
23 and somewhere along that line Judge Cardenas sua sponte
24 reconsidered and issued the temporary restraining
25 order. It wasn't at the hearing in which we actually

1 argued it to him. And then later entered the
2 preliminary injunction.

3 Q. August 2. You have a time entry that
4 actually says Yanny I and I am wondering if that's just
5 an error?

6 A. August 2?

7 Q. August 2.

8 A. That's just failure of me to write a
9 second line down or it didn't copy well.

10 Q. So you meant to say Yanny II?

11 A. Yes.

12 Q. Is it .25 or is there a number in front of
13 it?

14 A. Looks like 1.25 but I can double-check
15 that for you. I am not certain as I sit here. I think
16 it's 1.25.

17 Q. You might just make a note to do that.

18 A. I will.

19 Q. I don't think it will change -- Did we say
20 it was the numerator or denominator, Judge?

21 JUDGE JOHNSON: Would be the numerator.

22 MR. PARKER: If you could check on it for us.

23 Q. August 6 continuing on my lessons of the
24 acronyms. JJQ?

25 A. John J. Quinn.

1 Q. And the names in parentheses on the second
2 line. Can you tell me who are those individuals?

3 A. Yes, I can. Eric is Eric Lieberman.
4 Golove, G O L O V E, is David Golove. Gross is Terry
5 Gross. Lynn is Lynn Farny.

6 Q. Is there anything significant about first
7 or last names, just whatever the mood is?

8 A. Yes. That's all.

9 MR. PARKER: I don't want to ignore Mr. Cooley too
10 long. Could I inquire as to whether you will assert the
11 privilege as to "Strategy session re prosecution of the
12 case"?

13 MR. COOLEY: Yes, indeed.

14 BY MR. PARKER:

15 Q. Prior to June 5 what efforts had been
16 made, if any, to settle the Aznaran case?

17 MR. COOLEY: I object to that. Instruct the
18 witness not to answer.

19 MR. PARKER: We are waiting in breathless
20 anticipation of the basis for that objection.

21 MR. COOLEY: A, it has no -- the meet and confer
22 that took place prior to this deposition as I understand
23 it left relevant the discussions that took place between
24 Quinn and Drescher and Van Sickle on June 5th and June
25 20. And settlement discussions that may have taken

1 place prior to that time have no bearing on this
2 litigation.

3 MR. PARKER: Well, you know, they might but let me
4 ask a question because you might be right.

5 Q. Do the plaintiffs in this case seek any
6 damages in reference to the Aznaran case other than the
7 legal fees and costs that were incurred in responding to
8 Mr. Yanny's intervention?

9 MR. COOLEY: Such as?

10 MR. PARKER: Well, the thought was are you
11 suggesting in any way or contending in any way that the
12 Aznaran case became more expensive to settle or that it
13 impacted the ability of the church to defend on the
14 merits or anything of that sort?

15 MR. COOLEY: Well, certainly the latter. It
16 became more difficult to defend on the merits. Any time
17 you have your former counsel actually serving as counsel
18 for plaintiffs such as the Aznarans, it is our position
19 that that representation creates such a serious taint on
20 the case that it impacts everything concerning the
21 case.

22 In terms of its settlability, we make no
23 claim on that Yanny's presence drove up the settlement
24 posture of the Aznarans. We -- that wouldn't be a
25 provable matter unless you actually went ahead and

1 settled it.

2 I think the answer to the first part of
3 your question is no. The answer to the second part of
4 your question is yes, but I don't have the faintest idea
5 how one would quantify it at that point.

6 MR. PARKER: Based on that I will withdraw the
7 last question.

8 Q. As of June 5 and in reference to trial,
9 pretrial discovery cutoff, what was the status of the
10 Aznaran case?

11 A. As of June 5, 1991 there had been a trial
12 date set for mid-October. There had been a pretrial
13 date set for mid-September. There had been a motion
14 cutoff or there was a motion cutoff imposed at some
15 point by Judge Ideman, but as I sit here I don't
16 remember whether it had yet been imposed but I believe
17 it was impending so I think it might have been. I think
18 that covers your question.

19 Q. Discovery cutoff?

20 A. Discovery had been cut off is my
21 recollection.

22 Q. Was discovery cutoff sometime -- as of
23 sometime prior to June 5?

24 A. Yes, that's my recollection. But I am not
25 entirely certain on that. I think so. The reason I am

1 not certain is Ford Greene had requested several
2 extensions of the discovery cutoff date on behalf of the
3 Aznarans. Two, I recall. And it's my best recollection
4 that it had indeed been cut off before
5 June 5.

6 Q. Let me ask you to recall the events
7 leading up to and at the time of the June 5 breakfast
8 meeting for purposes of my next few questions. How did
9 it come to be that there was a meeting involving you,
10 Mr. Quinn and Mr. Van Sickle that occurred on June 5?

11 A. In what sense?

12 Q. Somebody must have asked for it or how was
13 it decided there would be a meeting at all?

14 A. I am not entirely sure. I don't know
15 whether it was first suggested by Jack or Barry or me.
16 I don't recall.

17 Q. So you not only don't recall the person
18 but you don't even recall which side, plaintiffs or
19 defendants?

20 A. It could have been either, because it was
21 in the context of settlement conferences in the Corydon
22 case.

23 Q. Had there already been a settlement
24 conference in the Corydon case?

25 A. Yes, I think so. Corydon case was set for

1 trial either late May or right in the beginning of June,
2 and on the date set for trial the matter had been
3 referred to Judge Savitch as a settlement judge so I
4 believe we had at least one session with Judge Savitch.

5 Q. Who arranged the June 5 meeting?

6 A. Well, that's what I said before. I really
7 don't know.

8 Q. How was it decided that it would be at the
9 Biltmore?

10 A. I imagine by telephone call.

11 Q. What was the purpose of having it at that
12 location?

13 A. It was very convenient to Jack's office.
14 Barry is located downtown. Jack is located in the
15 Biltmore Tower.

16 Q. Was anyone invited to attend the meeting
17 who did not?

18 A. No.

19 Q. Did you have an intention of making an
20 offer with respect to the Aznaran case before the
21 meeting? Or did it come up on the spur of the moment
22 during the meeting?

23 A. No, it did not come up on the spur of the
24 moment during the meeting.

25 Q. What, if anything, did you do to prepare

1 for the June 5 meeting?

2 A. In what sense?

3 Q. Well, did you and Mr. Quinn do any
4 strategizing in advance of the meeting with
5 Mr. Corydon's attorney?

6 A. Yes.

7 Q. You met?

8 A. Yes.

9 Q. And what did you say to each other?

10 MR. COOLEY: Well, it's one -- I got to consult
11 with my client.

12 (Witness and counsel confer.)

13 MR. COOLEY: That meeting involved client
14 representatives so I am going to instruct him not to
15 answer.

16 BY MR. PARKER:

17 Q. Did you and Mr. Quinn have any
18 conversations involving just the two of you in
19 preparation for the June 5 meeting with Van Sickle?

20 A. Not other than kind of reviewing in our
21 minds what our authority was that we learned during the
22 meeting with the client reps. Nothing I recall more
23 specific than that.

24 MR. PARKER: May I have the answer reread,
25 please.

1 (The reporter read the previous answer.)

2 BY MR. PARKER:

3 Q. I was a little confused when you said "in
4 our mind." I assume you communicated verbally?

5 A. It was not telepathic. We were reviewing
6 that which our clients had authorized with respect to
7 settling. Doing so with one another.

8 Q. This was authority to make an offer to Van
9 Sickle?

10 A. This was authority to attempt to settle
11 some cases.

12 Q. And did you act in accordance with your
13 authority in the meeting with Mr. Van Sickle?

14 A. Yes.

15 Q. What was your authority going into the
16 meeting with Mr. Van Sickle?

17 A. In terms of what?

18 MR. COOLEY: Well --

19 BY MR. PARKER:

20 Q. What authority did your clients give you?

21 MR. COOLEY: I am not going to allow him to
22 testify to what authority his clients gave him, A, as a
23 matter of client communication but also, B, as a matter
24 of the Corydon settlement, which is a confidential
25 settlement. And I am not going to have him testify on

1 the Corydon settlement. Simply I am allowing him to
2 testify to any conversations that took place with Van
3 Sickles.

4 BY MR. PARKER:

5 Q. Well, let's take it separately.
6 Mr. Drescher, the offer made was not accepted, was it,
7 the offer made on June 5?

8 A. That's correct.

9 Q. And the case did not settle on the terms
10 set forth in your authority as it existed on June 5, did
11 it?

12 A. I am very fuzzy now on what case you are
13 talking about.

14 MR. COOLEY: Are you talking about Corydon?

15 MR. PARKER: I am talking about Corydon because
16 you are talking about a settlement agreement that has
17 little to do with the conversations of June 5. I am not
18 asking what the settlement amount was although everybody
19 and his mother knows what the amount was.

20 MR. COOLEY: Well, everybody and his mother may
21 but you don't know it from us, and we are not going to
22 tip toe up to it on a step-by-step basis.

23 MR. PARKER: Mr. Cooley, that settlement wasn't
24 worked out until months later. It has nothing to do
25 with my question.

1 MR. COOLEY: I understand that.

2 MR. PARKER: And as to the attorney-client
3 privilege, it seems to me, Your Honor, that if the
4 client says offer him this, then they go in and offer
5 him that then that information was not given in
6 confidence, in fact, it was intended to be given, to be
7 disseminated to a third person.

8 MR. COOLEY: And I have no problem with that as it
9 relates to the Aznarans.

10 MR. PARKER: Well, Mr. Corydon was every bit your
11 adversary.

12 MR. COOLEY: I understand that. But the
13 negotiations that led to the settlement that was
14 ultimately entered into and the step-by-step process
15 leading to that settlement I am not going to allow this
16 witness to testify to. If you want to have him tell you
17 the entire conversation as he remembers it between him
18 and Van Sickle, I am not going to -- as it relates to
19 the Aznarans, I am not going to interpose any objection,
20 but that's what I thought we were here to do.

21 MR. PARKER: All right. I think we will need a
22 ruling but let's have a clean question so we can have it
23 in mind.

24 Q. Mr. Drescher, when you went to the meeting
25 on June 5, what was your understanding as to your

1 settlement authority? And let's take it separately. In
2 the Corydon case?

3 MR. COOLEY: I object on Corydon. I instruct him
4 not to answer on Corydon.

5 MR. PARKER: And the basis is?

6 MR. COOLEY: What I have stated. The Corydon
7 settlement and the steps and negotiations leading up to
8 the settlement that was in fact actually consummated
9 are, A, not relevant here and would give access to a
10 process that ultimately ended in a confidential
11 settlement. And we are here, I think, to discuss what
12 was Van Sickle told about Aznaran and I have no problem
13 with that. But to drag in other cases gives me great
14 problem.

15 JUDGE JOHNSON: Mr. Van Sickle wasn't representing
16 Corydon.

17 MR. PARKER: Yes, he was.

18 JUDGE JOHNSON: Was he?

19 MR. COOLEY: Yes, he was. He kind of -- well, I
20 won't characterize it. Because he had previously --

21 JUDGE JOHNSON: It is hard to say what his -- I
22 don't think I have a grip on just what his position was
23 and it seems to change from time to time.

24 MR. PARKER: Your Honor, there is nothing before
25 us here in way of a confidentiality agreement or

1 settlement agreement or order that prevents this
2 testimony.

3 JUDGE JOHNSON: Well, except I know that something
4 exists just from my exposure to the Corydon case. All
5 right. I am going to sustain the objection at this
6 time, but I don't know what the other questions are
7 going to be regarding the events at this meeting, so
8 let's see what comes up.

9 MR. PARKER: Does Your Honor sustain the objection
10 based on a confidentiality provision in a settlement
11 agreement that hasn't been presented to you? I mean
12 that's the problem we have here.

13 JUDGE JOHNSON: Well, I can't unring a bell that I
14 know has rung.

15 MR. PARKER: I don't believe that Your Honor or I
16 are required with all due respect to accept Mr. Cooley's
17 representation that there is some agreement out there
18 that prevents Mr. Drescher from answering my question.
19 Many confidentiality agreements have an exception for
20 court order proceedings and this is one of them.

21 JUDGE JOHNSON: All right. At the moment I am
22 going to sustain the objection. Let's see where the
23 conversation leads.

24 BY MR. PARKER:

25 Q. Did you act during the June 5 meeting in

1 accordance with your client's instructions?

2 A. In what regard?

3 Q. In regard to making a settlement
4 proposal.

5 MR. COOLEY: For whom?

6 MR. PARKER: Whoever.

7 Q. Did you make a settlement proposal on the
8 5th of June?

9 A. Did I?

10 Q. Was one made in the meeting?

11 A. There was one made in the meeting.

12 Q. And out of whose mouth did it emanate?

13 A. I believe it emanated from Mr. Quinn's
14 mouth.

15 Q. What was Mr. Quinn's offer as it was
16 expressed to Mr. Van Sickle on June 5?

17 MR. COOLEY: With respect to the Aznarans?

18 MR. PARKER: Whatever the offer was. You are
19 assuming that it was separate. I don't assume that.

20 MR. COOLEY: You may testify with respect to the
21 Aznarans.

22 MR. PARKER: Well -- Your Honor.

23 JUDGE JOHNSON: I am becoming a little confused
24 here. The references that have been made to this
25 discussion and maybe -- and since there were two

1 discussions, I may have them blurred or melded. But my
2 understanding is that there was some kind of a global
3 offer --

4 MR. PARKER: Exactly.

5 JUDGE JOHNSON: -- involving the Aznarans and
6 Mr. Corydon. Or that's -- now, was -- you take it from
7 there. I don't see how you can -- if there in fact was
8 a global offer, it is hard for me to say how you can cut
9 it up when you are saying he can answer to the Aznarans
10 but not otherwise.

11 MR. COOLEY: I think that if it is appropriate by
12 asking for the conversations that took place at that
13 meeting that much of the problem will be solved.

14 JUDGE JOHNSON: Let's do it. May we approach it
15 that way then and see if we get anywhere?

16 BY MR. PARKER:

17 Q. Tell us everything you said,
18 Mr. Quinn said, Mr. Van Sickle said during the meeting.

19 A. Well, I remember sitting down at breakfast
20 with Jack and Barry. There was no one else present.
21 Jack being Mr. Quinn, Barry being Mr. Van Sickle.
22 During the course of the breakfast Jack stated that it
23 was our client's interest to try to clean up some of the
24 outstanding litigation and that it might be appropriate
25 at this point to address settling both the Corydon case

1 and the Aznaran case at the same time.

2 Jack also mentioned that there was a
3 figure for which the cases could be settled together,
4 and it's my recollection that Jack identified a portion
5 of that larger figure as being available for the
6 Aznarans and another portion being available for
7 Corydon. I don't remember exactly how he phrased it.

8 At some point during the conversation
9 Mr. Van Sickle suggested that he was the appropriate
10 person to convey the settlement proposal, not only to
11 his client and Mr. Corydon which of course we assumed
12 but also as to the Aznarans.

13 Mr. Van Sickle indicated that he had been
14 told that the Aznarans were in the process of firing
15 Ford Greene as their lawyer and that within a week or so
16 Mr. Greene would be replaced as counsel for the Aznarans
17 by a lawyer named C. Tony Wright and/or Karen McRae.
18 That he, Mr. Van Sickle, volunteered that in the spirit
19 of cooperation that we were trying to advance in this
20 settlement proposal involving both cases that he was
21 more appropriate to transmit the offer to the Aznarans
22 because of that circumstance and because he believed
23 that the Aznarans had better respect for him than they
24 did for Mr. Greene.

25 I remember that at some point during the

1 conversation Mr. Quinn did actually communicate the
2 numbers. He also indicated at the time that the number
3 as to the Aznarans was not flexible. It was one which
4 the clients viewed as purely the nuisance value of the
5 case and that it was essentially a take it or leave it
6 on that basis.

7 I recall also during the course of that
8 conversation, I suspect it was before Mr. Quinn did what
9 I just indicated or said what I just indicated, I told
10 Mr. Van Sickle that as far as I was concerned if we were
11 going to have him deal with the Aznarans based on what
12 he had told us, which was essentially that they were
13 through with Ford Greene anyway, that it would only be
14 if the subject matter weren't raised in declarations
15 particularly in light of Mr. Van Sickle's possibility of
16 trying to come back into the case, I should say into the
17 Aznaran case, and after his disqualification and after
18 the Yanny II judgment.

19 Q. Yanny I?

20 A. Yanny I judgment, excuse me. And that I
21 didn't want to see any of this in declarations and I
22 didn't want it to be viewed in any way, shape or form as
23 any waiver of Van Sickle and Cummins & White's
24 disqualification in the Aznaran case, which Mr. Van
25 Sickle said, no, that's not a problem or words to that

1 effect. I don't remember exactly what.

2 As far as any other subject matters
3 covered in that meeting, that was the June 5th breakfast
4 at the Biltmore, I don't have any specific
5 recollection. I imagine there was some social
6 pleasantries, but I don't particularly remember.

7 Q. You omitted the numbers.

8 A. I did. As to --

9 MR. COOLEY: I have no objection to giving the
10 Aznaran number.

11 THE WITNESS: That's about what I was going to
12 do. The take-it-or-leave-it offer for the Aznarans was
13 \$250,000 as nuisance value.

14 BY MR. PARKER:

15 Q. Mr. Drescher, are you saying that there
16 was not a global offer for both cases on that date?

17 A. I am not. And I don't know quite what you
18 mean for global.

19 Q. Was there a stated settlement amount that
20 was available for both cases?

21 A. Yes.

22 Q. What was the stated amount?

23 MR. COOLEY: No. I object. The allocation to the
24 Aznarans, Your Honor, has been stated. And to get to
25 the total figure is an indirect way of getting into the

1 Corydon settlement and the negotiations that led up to
2 the ultimate settlement. And I don't see how that has
3 any bearing on it.

4 JUDGE JOHNSON: What's your thought, Mr. Parker?

5 MR. PARKER: There is no order, no settlement
6 agreement here in this room that prohibits the witness
7 from giving the testimony. It is part and parcel of the
8 conversation. He has given part of the conversation but
9 not all of the conversation.

10 Mr. Cooley said that if I -- that I might
11 solve some of these problems by asking for the narrative
12 response which I did. I got a censored version. I am
13 trying to fill in the gaps. It's absolutely probative.
14 They can't censor part of the conversation and give the
15 part that favors them.

16 MR. COOLEY: It's not a question of the other part
17 favoring or unfavoring. It is a question of the
18 relevance of the other part to this proceeding. The
19 question here is what portion of a total amount was
20 allocated in that conversation to the Aznarans. And
21 Mr. Drescher has testified as to the amount that
22 Mr. Quinn told him that in his view the Aznaran case I
23 use the word nuisance value or whatever.

24 And it seems to me that that's what's
25 relevant here. Because we are focusing on allegations

1 by Mr. Yanny concerning the Aznaran case. The Corydon
2 case has nothing to do with Yanny's pleadings here or
3 with the claims that he is making here. What it has to
4 do with purely and simply it's his position that the
5 plaintiffs opened negotiations with the Aznarans
6 according to Yanny to get them to get rid of Ford Greene
7 and then as soon as they did, they repudiated any
8 further negotiations. That's his theory.

9 And the conversations that bear on what
10 was offered to the Aznarans and the status of Ford
11 Greene and the conversations on that subject matter are
12 what we understood we were here to testify to pursuant
13 to the meet and confer.

14 Now, to go into this whole Corydon
15 settlement and to take it step by step and introduce it
16 into this litigation in an effort to destroy the
17 confidentiality of that settlement which Your Honor
18 knows Judge Savitch supervised and that Judge Savitch
19 approved --

20 THE WITNESS: And entered an order in judgement
21 under 664.6 of the Code of Civil Procedure.

22 MR. COOLEY: -- it seems to me is trying to expand
23 the scope of this deposition simply for the purpose of
24 attempting to circumvent something that was done with
25 great deliberation and over a long period of time before

1 Judge Savitch.

2 MR. PARKER: Your Honor, I have elicited a
3 narrative reply. There is one blank missing. Whether
4 there are further questions being or should be asked
5 about Mr. Corydon and his settlement is something
6 that -- a bridge that we can cross later. I have no
7 intention of pursuing the history of the Corydon
8 negotiations which did not reach a settlement for some
9 six months after this event. I just want to know what
10 these gentlemen said to each other on June 5.

11 JUDGE JOHNSON: All right. Thank you, gentlemen.
12 The referee is aware that Judge Savitch supervised the
13 negotiation of a settlement. He approved the
14 settlement. The settlement incorporates a
15 confidentiality provision that I understand from Judge
16 Savitch was integral to the reaching of the settlement.
17 I really do not appreciate or understand the, and I am
18 aware this is discovery, and I am aware we have had
19 inquiry about a conversation which goes to the heart of
20 part of the issues here, I do not see that the -- that
21 what an amount relative to the Corydon settlement or the
22 possibility of a Corydon/Yanny settlement, which was not
23 accomplished at that time, has to do with this
24 conversation. And since counsel are making an issue of
25 it, I do not see the necessity or the advisability of

1 taking any action to require the disclosure of to me
2 marginal information which may have the effect of
3 violating in some way Judge Savitch's confidentiality
4 order which is a garbled statement but that's my state
5 of mind.

6 MR. PARKER: I can't ask for the terms of the
7 settlement and no representation has been made to you
8 and, of course, they haven't presented one piece of
9 paper to you but not even a representation has been made
10 to you that that confidentiality agreement covers the
11 June 5 conversation. The settlement wasn't reached
12 until months later. And I am not asking about the
13 settlement at this point.

14 (At this point JOSEPH A. YANNY
15 entered the deposition proceedings.)

16 JUDGE JOHNSON: Tell me again what you think the
17 relevance is of this, Mr. Parker, to the issues in this
18 case.

19 MR. PARKER: Everyone at this stage concedes the
20 relevance at least in the discovery sense of this
21 meeting and of the conversation. What they are
22 insisting on is their ability to give a censored version
23 of that conversation deleting one item of information
24 and that is the offer that was made but not accepted
25 then or later, the offer that was made in the case. An

1 offer that has been characterized in declarations by
2 Mr. Van Sickle as a global offer.

3 Just because this witness disagrees with
4 Mr. Van Sickle and says that there was a separate
5 non-negotiable number for the Aznarans does not mean
6 that we have to accept his version. We are entitled to
7 inquire and the only way we can determine whether Mr.
8 Van Sickle is telling the truth or not is to find out
9 everything that was said in that meeting. And they are
10 holding back one of the items where there is a conflict
11 in the declarations.

12 JUDGE JOHNSON: For the moment the objection is
13 sustained.

14 By MR. PARKER:

15 Q. Have you left anything else out in your
16 narrative of what happened in that conversation?

17 A. Not that I can recall, no.

18 Q. You knew going to the meeting you would
19 talk about the Aznaran case; correct?

20 A. Yes.

21 Q. You knew that you were going in there to
22 talk to a lawyer who did not represent the Aznarans as
23 their attorney of record; correct?

24 A. We were going in there to talk to Barry
25 Van Sickle who did not represent the Aznarans, that's

1 correct.

2 Q. You knew Ford Greene was the attorney of
3 record for the Aznarans at that time.

4 A. Yes.

5 Q. And you asked a lawyer other than
6 Mr. Greene to communicate directly with the Aznarans a
7 settlement offer you were making; correct?

8 A. No, we did not.

9 Q. You didn't ask him to take that message
10 back to the Aznarans?

11 A. No. He volunteered.

12 Q. He volunteered and so you went along with
13 it, is that your testimony?

14 A. No. My testimony was he volunteered.

15 Q. Did you agree?

16 A. We didn't agree or disagree. We made the
17 proposal known.

18 Q. You wanted the offer to be communicated,
19 this much is correct, isn't it?

20 A. Yes.

21 Q. And you knew he would communicate it.

22 A. He said he would.

23 Q. And he said he would go behind the back of
24 the attorney of record, didn't he?

25 A. No, he did not.

1 Q. He led you to believe he would communicate
2 directly with the Aznarans and not Mr. Greene, didn't
3 he?

4 MR. COOLEY: That's an unfair characterization of
5 what Mr. Drescher said.

6 MR. PARKER: Deny it then.

7 JUDGE JOHNSON: All right. Go ahead.

8 THE WITNESS: That's an unfair characterization.
9 BY MR. PARKER:

10 Q. He did not give you any indication, did
11 he, that he would communicate that settlement proposal
12 to Mr. Greene?

13 A. I don't think he said one way or the
14 other.

15 Q. And it was your impression, wasn't it, at
16 the end of the meeting that Mr. Van Sickle would
17 thereafter communicate directly with the Aznarans your
18 take-it-or-leave-it proposal?

19 A. That was my impression, yes.

20 Q. And that was fine by you, wasn't it?

21 A. Mr. Van Sickle was going to do what he was
22 going to do.

23 Q. And if he had a problem that wasn't your
24 problem?

25 A. I didn't make any judgments one way or the

1 other.

2 Q. Was there any discussion about it?

3 A. With whom?

4 Q. With Mr. Van Sickle?

5 A. About what?

6 Q. Did anybody even discuss the subject of
7 whether or not it was inappropriate to communicate
8 behind the back of the attorney of record for the
9 Aznarans?

10 A. I told you what Mr. Van Sickle said. I
11 told you what I said. I told you what Mr. Quinn said.

12 Q. What I hear you telling me is that it
13 wasn't discussed.

14 A. If it was, I don't recall it.

15 Q. In your own mind did you think that was at
16 least questionable?

17 A. I don't know that I thought about it.

18 Q. If Mr. Van Sickle had sought
19 reconsideration in an effort to re-enter the case as the
20 lawyer for the Aznarans, you would have opposed it?

21 A. Well, that's a hypothetical, but, yes.

22 Q. And you told him as much at the meeting on
23 June 5, didn't you?

24 A. I did.

25 Q. Now, he said something about the

1 possibility of trying to come back in, didn't he?

2 A. He made some sort of reference to it,
3 yes.

4 Q. What did he say?

5 A. I don't remember his exact words. It was
6 either that he was thinking of it or contemplating
7 trying to move back in as the Aznarans' attorney. But
8 it didn't go beyond that to my recollection.

9 Q. Did he tell you he thought that
10 circumstances had changed since the time of his
11 disqualification?

12 A. I don't remember him saying anything
13 specific like that, no.

14 Q. You yourself in your narrative as to what
15 happened said something about especially because of the
16 possibility that Van Sickle might be coming back and I
17 thought you said something like in light of you said
18 Yanny II and --

19 A. And corrected to be Yanny I.

20 Q. But it did come up?

21 A. And that's the recollection I had that he
22 was thinking about it.

23 Q. Flushed with victory he thought there had
24 been a changed circumstance he told you?

25 A. Flushed with victory, I don't think so.

1 Q. He told you in light of the ruling in
2 Yanny I he thought he had a shot at coming back in,
3 didn't he?

4 A. I believe he did.

5 Q. And you told him you disagreed?

6 A. I don't know I told him specifically or
7 just kind of waved it off.

8 Q. Was there any more discussion on that
9 subject at the June 5 meeting?

10 A. Not to my recollection, no.

11 Q. Earlier this morning I was asking about
12 your experience in filing disqualification motions we
13 referred to the 1988 disqualification of Mr. Van Sickle
14 in the Aznaran case.

15 A. Right.

16 Q. Were there other occasions where you tried
17 to get him disqualified from representing litigants
18 adverse to the church entities you represented?

19 A. There was a motion to disqualify Mr. Van
20 Sickle that was filed in the Corydon case.

21 Q. And the other instance where you sought
22 his disqualification?

23 A. I can't remember whether there was one in
24 Yanny I or not.

25 MR. COOLEY: I think there was.

1 THE WITNESS: I think there was but I am not
2 certain as I sit here.

3 BY MR. PARKER:

4 Q. The motion to disqualify in the Corydon
5 case, was it granted or denied?

6 A. It was denied.

7 Q. Was the denial between the date that you
8 lost Aznaran I and the June 5 breakfast meeting in
9 1991?

10 A. I don't know what Aznaran I is.

11 Q. I am sorry. Yanny I, I misspoke.

12 A. Was the motion to disqualify Van Sickle in
13 Corydon between entry of judgment or what?

14 Q. After the trial was over and the results
15 were known.

16 A. Oh, yeah.

17 Q. And in that opposition that Mr. Van Sickle
18 filed to your motion to disqualify in the Corydon case
19 did he contend that there were changed circumstances?

20 A. I don't know.

21 Q. Was the issue of his prior
22 disqualification in 1988 in Aznaran raised in the motion
23 to disqualify in the Corydon case?

24 A. I believe it was.

25 Q. What impression were you given at the June

1 5 meeting as to whether Mr. Van Sickle was serious about
2 trying to get back into the Aznaran case?

3 MR. COOLEY: What was -- what was the date, June
4 5th?

5 MR. PARKER: June 5th.

6 THE WITNESS: I don't know that I had an
7 impression.

8 BY MR. PARKER:

9 Q. How did you arrive at the figure
10 \$250,000?

11 MR. COOLEY: That goes into thought processes of
12 counsel and on the discussions with the client which are
13 privileged.

14 BY MR. PARKER:

15 Q. The amount you offered for the Aznaran
16 case on June 5, was that consistent with your authority
17 going into the meeting?

18 A. Yes.

19 Q. Did you offer as much authority as you had
20 for the Aznaran case on June 5 at the meeting?

21 A. Yes.

22 Q. Did you have authorization to make any
23 other settlement offers that day which for whatever
24 reason you elected not to make?

25 MR. COOLEY: On what?

1 THE WITNESS: I don't understand the question.

2 BY MR. PARKER:

3 Q. Did you have authority to make any other
4 settlement offers that in fact were not made in the June
5 5 meeting?

6 A. No.

7 Q. Did you hold anything back in terms of
8 your authority relative to the Aznaran case?

9 A. No.

10 Q. Did you hold anything back relative to
11 your authority in the Corydon case?

12 A. No.

13 Q. Was there any bargaining during the June 5
14 meeting?

15 A. No.

16 Q. Was there only one -- well, calling
17 Corydon and Aznaran -- well, let me step back.

18 Were any other offers or demands made at
19 the meeting?

20 A. Certainly not as to Aznaran. As to
21 Corydon I don't recall.

22 Q. Was there a counterproposal made by
23 Mr. Van Sickle in reference to Corydon?

24 A. I don't recall.

25 Q. Was there a counteroffer in reference to

1 the Aznarans?

2 A. No.

3 Q. Did Mr. Van Sickle react to either of the
4 offers in terms of his own opinion of them?

5 A. I believe he did.

6 Q. What did he say?

7 A. I don't recall specifically, but the way
8 my recollection is it's sort of the plaintiff attorneys'
9 reaction to almost any offer. So it is not going to be
10 good enough, but I don't remember that he said those
11 words particularly. I just recall that impression.

12 Q. Did he tell you whether he would recommend
13 for or against either of the offers?

14 A. Not to my recollection.

15 Q. Did he tell you what he thought the
16 Aznarans' reaction would be?

17 A. I don't know if he did or not.

18 Q. What did you say during the meeting, if
19 anything, about Ford Greene?

20 A. I don't recall talking about Ford Greene
21 at all personally in that meeting.

22 Q. What, if anything, did Mr. Quinn say about
23 Ford Greene?

24 A. And I don't have any recollection of what
25 Jack may have said. I really don't recall.

1 Q. What reaction did you express when you
2 were told that Van Sickle expected Ford Greene to be
3 fired within a week?

4 A. I don't recall that I let on any kind of
5 expression or made any sort of expression to Mr. Van
6 Sickle or Mr. Quinn.

7 Q. Whether expressed or not what was your
8 reaction?

9 A. Well, I wasn't surprised.

10 Q. Why?

11 A. Because I didn't think that -- just
12 looking over at opposing counsel, I didn't think that
13 Mr. Greene was doing Aznarans any good at all. That was
14 my reaction.

15 Q. Why do you say that?

16 A. Well, for a number of reasons. The matter
17 had been languishing. I remember -- I remember laughing
18 to myself Mr. Greene as I mentioned earlier had applied
19 for and over opposition obtained two significant
20 extensions to discovery cutoff from Judge Ideman and
21 during that entire period of those two extensions, which
22 I think encompassed something like six months, his
23 entire output of discovery in the extended period
24 propounded to the defendants was one interrogatory which
25 was objected to, I believe, on the grounds that it was

1 garbled and was never heard from again.

2 And the fact that he had been habitually
3 late in filing papers with the court and missing
4 deadlines and didn't seem to be doing much, if anything,
5 to do with the case, I had the impression that -- well,
6 let me put it this way, it wasn't a surprise to me to
7 hear Van Sickle tell me that the Aznarans are in the
8 process of firing Ford Greene based on my impressions.

9 Q. Though it may not have been a surprise,
10 was it the first time you had heard that they might
11 shortly be terminating services?

12 A. Yes, it was.

13 Q. What did Jack Quinn say in reaction?

14 A. I can't recall if or if he did what he
15 said.

16 Q. Did Van Sickle say how he knew that the
17 Aznarans would fire Greene within a week?

18 A. Yes.

19 Q. What did he say?

20 A. He said the Aznarans had told him. I
21 don't know whether he said Vicky or Richard or both.
22 One or both of the Aznarans had told him.

23 Q. Did he lead you to believe that that was a
24 telephone conversation, a meeting or did he give you an
25 indication one way or the other?

1 A. He did not give an indication one way or
2 the other.

3 Q. Now, according to your testimony he said
4 that the likely -- did he say that there would be a
5 replacement by one or the other or was it likely to be
6 one or the other?

7 A. My recollection was likely or probably.
8 What he said was they are in the process of replacing
9 him. It will be done within a week or so and I don't
10 remember likely, probably be Tony Wright or Karen
11 McRae.

12 Q. Had you ever heard of C. Tony Wright
13 before?

14 A. Sure.

15 Q. Had you heard of Karen McRae before?

16 A. Certainly.

17 Q. What did you say, if anything, in
18 reference to C. Tony Wright or Karen McRae?

19 A. I don't recall saying anything about
20 Karen. I think I might have made reference or said
21 something like, oh, wonderful, we are going to start
22 having chicken heads in depositions with respect to Mr.
23 Wright. Chicken feet I guess it was. Something like
24 that.

25 Q. That was a reference to what?

1 A. It was a reference to the fact that Mr.
2 Wright had brought a preserved chicken foot to a
3 deposition or maybe more than one deposition in Texas.
4 Sort of an amulet.

5 Q. What had been your experiences before June
6 5 with Karen McRae, if any?

7 A. My experiences with Karen McRae before
8 June 5, 1991 were limited to taking, oh, a day or two,
9 maybe three, but I think a day or two of her deposition
10 in the Yanny I case out here in Los Angeles and taking
11 another day of her deposition down in Texas the, which I
12 think was also in the Yanny I case.

13 MR. COOLEY: And also cross-examined her at
14 trial.

15 THE WITNESS: And I did cross-examine her at
16 trial. Of Yanny I.

17 BY MR. PARKER:

18 Q. Now, whether expressed or not, what was
19 your reaction as to the likelihood that it would come to
20 pass that either of these two Texas lawyers would come
21 into this California case?

22 A. I am sorry, what was my what?

23 Q. Could we have that back.

24 (The pending question was read.)

25 THE WITNESS: I didn't make any value judgments on

1 likelihood. I took Barry's word for what it was.

2 BY MR. PARKER:

3 Q. Did he tell you who would be local
4 counsel, if anyone?

5 A. I don't think he said with certainty who
6 would be local counsel. I have, I don't know if it is a
7 solid recollection, Miss Plevin's name may have come
8 up. Maybe not. I am not sure.

9 Q. Did Toby Plevin's name come up during the
10 meeting in any connection?

11 A. Not that I can recall other than perhaps
12 in that regard, and I am really underlining perhaps
13 there because I am not certain.

14 Q. During the June 5 meeting did Mr. Quinn
15 ever say that the defendant -- that the church entities
16 would be willing to settle both the Aznaran and Corydon
17 cases for one number?

18 A. Like that, I don't think he did.

19 Q. Did he say it in other words, other ways?

20 A. I seem to recall Mr. Quinn saying that
21 there was a number and that there might be some
22 flexibility in settling both cases together within that
23 larger number, but that was still in the context of
24 letting Barry know that the highest number possible for
25 the Aznarans was the number to which I already

1 testified.

2 Q. What made you think that Barry Van Sickle
3 would even discuss the Aznaran case at the June 5
4 meeting?

5 A. I didn't know that I went in there with
6 the idea that he would.

7 Q. You went in there with authority prepared
8 to offer it, didn't you?

9 A. Went in there with authority and mentioned
10 since he was representing Corydon in the case and our
11 clients had an interest in settling that case along with
12 another, we might let Barry know that our clients had
13 that interest.

14 Q. So you went into the meeting intending to
15 make that offer to him, didn't you?

16 A. No, not necessarily.

17 Q. You went into that meeting expecting to
18 discuss the possibility of settling the Aznaran case;
19 correct?

20 A. We went in there to tell Barry we had an
21 interest in settling both cases. He was counsel in one
22 of them. What happened at the meeting is what I have
23 already related to you.

24 Q. What made you think before you started the
25 meeting on June 5 that Mr. Van Sickle would be receptive

1 to discussing the case in which he was not the attorney
2 of record?

3 A. Where does it say that I had that
4 impression before I went in? I had no such impression.
5 I didn't know what the reaction would be.

6 Q. Why did you walk in there with \$250,000
7 worth of authority?

8 A. Well, we walked in there to broach the
9 subject of settling the Corydon and Aznaran cases. The
10 way the breakfast developed is the way I have already
11 testified. I did not have any preconceptions such as
12 you are trying to insert here.

13 Q. Did either you or Mr. Quinn suggest to
14 Mr. Van Sickle that he should wait until the Aznarans
15 terminated Ford Greene to communicate with him directly
16 the settlement offer you had made?

17 A. I don't think either Jack or I advised
18 Barry on that. Or any other.

19 Q. Why didn't you make that suggestion?

20 A. I don't know. I didn't.

21 Q. You took no notes at this meeting?

22 A. No, I did not.

23 Q. Consciously, I believe; is that right?

24 A. Why -- I did not take notes at a breakfast
25 meeting, that's correct.

1 Q. Why?

2 A. Because I am not in the habit of taking
3 notes at every meeting or phone call or for that matter
4 very many at all.

5 Q. What was your custom and practice at that
6 time?

7 A. My custom and practice at that time was
8 not to take notes at meetings, not to make notes of
9 phone calls.

10 Q. Any kind of meetings or settlement
11 meetings or more generally than that?

12 A. More generally than that.

13 Q. Did you observe Mr. Quinn taking notes?

14 A. I don't know if he did or not.

15 Q. Did you observe Mr. Van Sickle taking
16 notes?

17 A. I don't know if he did or not.

18 Q. Do you have any knowledge or information
19 as to whether that meeting was tape recorded by anyone?

20 A. Not to my knowledge.

21 (Witness and counsel confer.)

22 BY MR. PARKER:

23 Q. Did you bring any papers with you to the
24 meeting relating either to the Corydon or the Aznaran
25 cases?

1 A. June 5th? I don't think so, no.

2 Q. To your knowledge, did Mr. Quinn bring any
3 papers related to either case to the meeting?

4 A. I don't know. I doubt that I did because
5 I seem to recall that I met Jack upstairs in his office
6 before we went downstairs to pick them up to go down to
7 the restaurant, and I left my briefcase there in Jack's
8 office. I don't know what Jack brought or didn't bring
9 with him.

10 Q. Did any one of the three of you give any
11 one or two of the other any documents or papers during
12 the course of the June 5 meeting?

13 A. I don't think so.

14 Q. With respect to the June 20 meeting, same
15 question.

16 A. I think so.

17 Q. Well, who and what?

18 A. At the June 20 meeting, I believe I gave
19 Mr. Van Sickle a copy of a draft Corydon settlement
20 agreement.

21 Q. Before June 5 had you conducted settlement
22 negotiations with Ford Greene?

23 A. I don't think so.

24 Q. Had you let it be known to Ford Greene
25 before June 5 that you would not talk settlement with

1 him?

2 A. I don't recall having done that, no.

3 Q. Outside of privileged conversations had
4 you before June 5 expressed the view to anyone that you
5 would not negotiate settlement as long as Ford Greene
6 was in the case?

7 A. Absolutely not.

8 Q. Did you make any attempt to negotiate
9 settlement with Ford Greene before June 5?

10 A. Not to my recollection.

11 Q. Did he make any attempts to communicate
12 with you on the subject of settlement?

13 A. I don't know.

14 Q. Are you aware of any efforts on his part
15 to talk settlement with any lawyer representing the
16 church entities?

17 A. I don't recall of any, no.

18 Q. Can you describe more precisely the
19 documents you gave Mr. Van Sickle on June 20?

20 A. Yes.

21 Q. Please do.

22 A. A draft settlement agreement in the
23 Corydon case addressing the Corydon matter and the other
24 matters that became subject to Judge Savitch's judgment
25 ultimately.

1 Q. Did the settlement agreement make any
2 reference to the Aznaran case?

3 (Witness and counsel confer.)

4 THE WITNESS: No, it did not.

5 BY MR. PARKER:

6 Q. Did you provide a copy of that document to
7 anyone else?

8 A. I don't know if I relied on Barry to
9 transmit a copy of that to Toby Plevin or whether one
10 was sent separately to Miss Plevin or handed separately
11 to her or whatever.

12 Q. That was not the version that came finally
13 to be the settlement, was it?

14 A. No.

15 Q. The version that you gave Mr. Van Sickle
16 on the 20th of June, do you still have a copy of it?

17 A. I don't think so, no.

18 Q. Have you at any time seen that settlement
19 agreement as you gave it to Mr. Van Sickle but marked up
20 with handwriting in the margins?

21 A. Yes, I think so.

22 Q. When?

23 A. It would have been in a meeting with Mr.
24 Van Sickle and Miss Plevin, I think Mr. Quinn, when we
25 were discussing some disagreements in the language of

1 that settlement agreement of the Corydon and other
2 Corydon cases. And I think Jack was making notes in the
3 margin. I think Toby was making notes in the margin.
4 They had copies of them. But I can't be sure of the
5 date.

6 Q. Subsequent to June 20?

7 A. Well, sure.

8 Q. Did you have a copy of that same document
9 at that same meeting?

10 A. I think so.

11 Q. And the others did as well?

12 A. Sure.

13 Q. So as the discussion progressed at least
14 Mr. Quinn was making notes on the document, on his copy
15 of the document?

16 A. Yes, and I believe Miss Plevin was and I
17 can't be sure about Barry. It would -- I don't think it
18 would be real likely I was.

19 Q. Why do you say that?

20 A. Because I don't just generally take a lot
21 of notes.

22 Q. How long did the breakfast meeting of June
23 5 last?

24 A. I really don't know.

25 Q. Less than an hour?

1 A. About an hour or so.

2 Q. Were there any other subjects discussed
3 besides the ones you have mentioned?

4 A. Not that I can think of.

5 Q. There was a settlement conference set to
6 take place that same day in the Corydon case, is that
7 true?

8 MR. COOLEY: What day is this?

9 MR. PARKER: June 5, I am sorry.

10 THE WITNESS: May have been. I am not certain.
11 There was certainly one, I don't remember what day of
12 the week June 5 was, but there was one certainly within
13 a day or two.

14 BY MR. PARKER:

15 Q. Did any other lawyers for Corydon appear
16 at the settlement conference besides Barry Van Sickle?

17 A. Which one? There were a lot of settlement
18 meetings.

19 Q. The one that occurred around the time of
20 the breakfast meeting.

21 A. The one I remember which I think was like
22 two days afterwards, yes.

23 Q. Who else?

24 A. Well, certainly Toby. I don't recall her
25 missing any of the settlement meetings with Judge

1 Savitch.

2 Q. Why wasn't she present at the breakfast
3 meeting on June 5?

4 A. I don't know.

5 Q. Do you know who made the decision that she
6 would not be involved?

7 A. I think Barry did. But I am not certain.

8 Q. What was the explanation?

9 A. Well, I don't know that it was that June 5
10 meeting that I am thinking of.

11 Q. Are you thinking of the June 20 meeting?

12 A. Perhaps, yes.

13 Q. Whatever meeting it was, what was the
14 explanation for her not being there?

15 A. The explanation was essentially that it
16 was easier to convey offers and to negotiate in the
17 Corydon settlement first with Barry and then to let him
18 discuss it with Toby. That was the suggestion made.

19 Q. Why was it easier?

20 MR. COOLEY: Well, I object to this. This whole
21 business about the Corydon settlement I object to, Your
22 Honor, it's prolonging the deposition. I don't see what
23 relevance it has to the Aznaran situation.

24 MR. PARKER: Just trying to know what they said.

25 If he said it was easier, I would like to know as to

1 what he said.

2 JUDGE JOHNSON: To what end, Mr. Parker?

3 MR. PARKER: Well, it's pretty plain why it was
4 easier to talk to Barry Van Sickle. The guy sold out.

5 MR. COOLEY: Oh, that's a terrible allegation.

6 MR. PARKER: It may be a terrible allegation but
7 we are prepared to prove it at trial and this is
8 discovery and I am having censored conversations because
9 people don't think it's relevant.

10 MR. COOLEY: Are you talking about the Corydon
11 settlement, why didn't -- why didn't he have Toby Plevin
12 there. What bearing does that have on the Aznaran
13 situation?

14 MR. PARKER: I am talking about why Toby Plevin
15 was not at the June 5 and 20 meeting and the only
16 explanation so far it was easier to deal with Barry.

17 MR. COOLEY: That's not what the testimony was.
18 That's not what the answer was. He testified that Barry
19 said it was easier for him to get the offer and
20 communicate it to Toby Plevin and to Corydon. And again
21 we are into Corydon and I don't see what relevance it
22 has and it's prolonging this deposition.

23 MR. PARKER: I think you just distorted
24 Mr. Drescher's words.

25 THE WITNESS: He certainly didn't.

1 JUDGE JOHNSON: What was the last question and
2 answer?

3 (The record was read as requested.)

4 MR. COOLEY: That's the question I objected.

5 JUDGE JOHNSON: All right. But that is a question
6 consistent with the answer so the objection is overruled
7 and you may answer the question.

8 THE WITNESS: The explanation I got from Barry was
9 that it was easier to do it that way because Toby felt a
10 great affinity with Bent, Bent Corydon, and that it was
11 easier to get the offer transmitted to Barry so then
12 Barry could transmit it to Toby and Bent and avoid some
13 of the immediate reactions and posturing that you might
14 get by having Toby present.

15 BY MR. PARKER:

16 Q. That's what he said?

17 A. Those weren't his exact words. That's the
18 impression I drew. And it was consistent to what I
19 would have assumed in the case.

20 Q. When was the next time after June 5 you
21 had contact with Van Sickle?

22 A. Well, I think it was around the 6th or the
23 7th. I keep thinking it was like two days later that
24 there was some sort of proceeding before Judge Savitch
25 in the court case.

1 Q. So the next contact was face to face in
2 court?

3 A. I believe that's right.

4 JUDGE JOHNSON: Gentlemen, we have been at it an
5 hour and a half. Let's take a ten-minute break.

6 VIDEO OPERATOR: We are going off the record now
7 and the time is approximately 2:32.

8 (Recess taken.)

9 VIDEO OPERATOR: We are back on the record now and
10 the time is approximately 2:47.

11 BY MR. PARKER:

12 Q. Your counsel made reference to the Corydon
13 settlement and certain orders or maybe you mentioned
14 some order that Judge Savitch had entered. Is there any
15 appellate proceeding pending with reference to that
16 order or the judgment?

17 A. I saw a notice of appeal had been filed by
18 Mr. Corydon.

19 Q. And who was his attorney in that case?

20 A. Miss Plevin.

21 Q. Was that recently?

22 A. Yes.

23 Q. And that's an appeal from what order or
24 judgment?

25 A. Well, I haven't seen the notice of

1 appeal. I saw a court-generated notice that an appeal
2 had been filed.

3 Q. Well, what proceeding do you imagine he
4 feels aggrieved about?

5 A. I don't pretend to imagine but what I
6 suspect is that Mr. Corydon is appealing from Judge
7 Savitch's entry of judgment pursuant to CCP 664.6. As a
8 final judgment.

9 Q. When you met with Mr. Van Sickle on June 5
10 you knew he was still Mr. Yanny's counsel, didn't you?

11 A. Well, on the Yanny appeal I imagine, yes,
12 it was my understanding he was.

13 Q. There was a pending proceeding in which
14 Mr. Van Sickle was representing an adversary of your
15 client, Mr. Yanny.

16 A. Yes, Mr. Yanny.

17 Q. And that close relationship supposedly
18 between Mr. Yanny and Mr. Van Sickle was the basis for
19 your taint argument to keep Van Sickle out of or
20 disqualified from being involved in the Aznaran case
21 back in 1988. Correct?

22 A. Well, not exactly, no.

23 Q. It wasn't on appeal at the time but the
24 relationship between the two was the basis for your
25 taint argument as well as Mr. Wynne's employment?

1 MR. COOLEY: I think you are confusing taint with
2 disqual.

3 BY MR. PARKER:

4 Q. You said that Mr. Van Sickle was tainted
5 by his relationship because he was an extension of
6 Yanny, those were your words, extension.

7 MR. COOLEY: Those were Judge Ideman's words.

8 THE WITNESS: Exactly right. I don't know whether
9 he quoted us or not but that was Judge Ideman's
10 phraseology.

11 BY MR. PARKER:

12 Q. And you felt every bit as strongly about
13 his being disqualified in 1991 as you had three years
14 earlier in 1988; true?

15 A. About whose being disqualified?

16 Q. Van Sickle.

17 A. I thought that Judge Ideman had correctly
18 ruled on that.

19 Q. And you planned on opposing any effort Van
20 Sickle made to get back into the Aznaran case.

21 A. I believe having made an effort we would
22 oppose it, certainly.

23 Q. And you told him as much?

24 A. I may have or may not have. Wouldn't
25 surprise me if I did.

1 Q. Now, did you tell Mr. Van Sickle that he
2 was only to communicate the offer to the Aznarans, he
3 was not to counsel them with respect to your offer?

4 A. I don't remember telling him that.

5 Q. Did you place any limitations on the scope
6 of the advise he might give the Aznarans in reference to
7 the offer that he said he would pass on to them?

8 A. I don't remember doing that either.

9 Q. Did anyone at the meeting put any
10 limitations on Mr. Van Sickle in that regard?

11 A. I don't recall.

12 Q. Well, why was it, Mr. Drescher, that if he
13 was so tainted he could not represent them as a
14 litigation attorney that he could communicate and
15 counsel them with respect to your \$250,000
16 take-it-or-leave-it offer?

17 A. Counsel was your words.

18 Q. You had no problem with that, did you?

19 A. I never gave it a thought about counseling
20 with.

21 Q. You voiced no problem with it, did you?

22 A. I voiced no problem with it. He
23 volunteered to do it, as I told you before in light of
24 the facts that they were replacing Mr. Greene
25 imminently, were in the process of doing it.

1 Q. Why of all people did you pick Van Sickle,
2 who you had disqualified, from carrying the message?

3 A. I didn't pick Van Sickle.

4 Q. You agreed to his service.

5 A. He volunteered. And told us that he was
6 the more appropriate one to do it.

7 Q. Did you give the slightest thought to
8 perhaps communicating your offer through Tony Wright or
9 Karen McRae who after all was Mrs. Aznaran's sister?

10 A. No.

11 Q. Did you ask Barry Van Sickle when he so
12 kindly offered to carry the message to the Aznarans
13 whether or not he thought it might be better if it come
14 from her sister and attorney?

15 A. I did not ask him.

16 Q. Did Mr. Van Sickle give any explanation as
17 to why they couldn't as capably carry the message as
18 he?

19 A. No.

20 Q. Did you know of any reason why they could
21 not capably carry the message to the Aznarans?

22 A. No.

23 Q. When Mr. Van Sickle made this offer on
24 June 5 to carry the message back to the Aznarans as
25 between you and Mr. Quinn, who spoke first in response

1 to that offer?

2 A. I don't recall.

3 Q. Whichever it was as precisely as you can
4 recall, what was the reaction as verbalized to Van
5 Sickle's offer?

6 A. I don't recall what the specific reaction
7 was to his offer by either Jack or me other than as I
8 told you before at some point I made reference to the
9 two matters that I identified before about declarations
10 and about waiver of disqualification of the Aznarans.
11 But how much time passed in between the time and the
12 time I said it, I don't know.

13 Q. On June 5 did any one of the three of you
14 make any reference at all to the Yanny I case other than
15 as you have already testified?

16 A. I don't think so.

17 Q. Same question as to the June 20 meeting.

18 A. Not that I recall.

19 Q. In either the meeting of June 5 or June 20
20 did any one of the three of you give a voice to the
21 possibility of settling Yanny I?

22 A. No.

23 Q. Did you rely upon Judge Ideman's opinion
24 in Aznaran in your unsuccessful effort to disqualify Van
25 Sickle in the Corydon case?

1 A. Well, I think you would have to look at
2 the papers that were filed but I think so.

3 Q. And did Van Sickle rely upon Judge
4 Cardenas' ruling in Yanny I in opposition to the motion
5 to disqualify?

6 A. I remember him arguing it orally. So I
7 assume it was in the papers, but I don't remember.

8 Q. Who was the judge who ruled on the motion
9 to disqualify?

10 A. Judge Hubbell.

11 Q. Forgive my ignorance, has the Corydon
12 court file been sealed?

13 A. I believe parts of it have. But I am not
14 certain what parts. As I sit here today.

15 Q. Well, and I know even less. So let me ask
16 you this question: In the effort to disqualify Van
17 Sickle in the Corydon case did you rely upon among other
18 facts the relationship, the of-counsel relationship
19 between Van Sickle and Mr. Yanny's firm?

20 A. I believe we did.

21 JUDGE JOHNSON: You say you believe you did?

22 THE WITNESS: I believe we did.

23 BY MR. PARKER:

24 Q. I must have asked this question and I
25 don't remember now. When was Judge Hubbell's ruling on

1 the disqualification motion?

2 A. I don't remember exactly. It would have
3 been sometime, oh, would have been sometime 1990 or
4 early 1991. I tend to think more into 1991.

5 Q. In the June 5 meeting did either you or
6 Mr. Quinn express the hope that a settlement could be
7 reached as a result of which Mr. Van Sickle would not
8 later be involved in litigation adverse to the church
9 entities?

10 A. No.

11 Q. Did either one of you give voice to that
12 at the meeting on June 20?

13 A. No.

14 Q. Where I come from there are ways and ways
15 of suggesting things. Didn't you suggest it?

16 A. No.

17 Q. Did you want him to understand that it
18 would be an expected part of any agreement?

19 A. No.

20 Q. That he withhold his services?

21 A. No.

22 Q. Do you remember a meeting at Morton's
23 where Joe Yanny was present?

24 JUDGE JOHNSON: Meeting of whom?

25 MR. PARKER: A meeting where Mr. Yanny was

1 present.

2 JUDGE JOHNSON: Well, you know, were 30 people
3 present, two persons?

4 MR. PARKER: I think it was only one meeting.

5 Q. There was one meeting that you attended
6 that Mr. Yanny also attended and it was at Morton's;
7 correct?

8 A. Yes.

9 Q. And you remember that meeting very well,
10 don't you?

11 A. Not very well, no.

12 Q. When did it take place relative to the
13 June 5 and June 20 meetings?

14 MR. COOLEY: This is beyond the scope of what was
15 worked out for this deposition at the meet and confer,
16 Your Honor. I don't know what relevance this has to the
17 situation at all.

18 MR. PARKER: Maybe if the witness answered the
19 question it would become apparent why it is relevant.

20 JUDGE JOHNSON: All right. I will permit the
21 question and you may answer if you have the question in
22 mind.

23 THE WITNESS: I have the question in mind. It was
24 sometime in late August, I think. 1991.

25 BY MR. PARKER:

1 Q. So it is a more recent event than the June
2 5 and June 20 meetings?

3 A. Yes.

4 Q. But you remember that even less than the
5 June 5 and June 20 meetings?

6 A. Yes, I think that's a fair assessment.

7 Q. Why is that?

8 A. Because once Joe launches into his stream
9 of wisecracks and remarks I frankly stopped paying
10 attention to him along the way.

11 Q. Let's instead talk about things, what you
12 said. Who else was present, by the way?

13 A. Jack Quinn, Barry Van Sickle, Joe Yanny
14 and me.

15 Q. And were all four of you present
16 throughout the get-together?

17 A. I was the last to arrive. Couldn't find
18 the place.

19 Q. In any negotiations you had with Mr. Van
20 Sickle did you ever yourself or did you ever hear anyone
21 say anything about police records involving events
22 involving Van Sickle?

23 A. Police records involving events involving
24 Van Sickle?

25 Q. Yes. Sort of like document after document

1 after document.

2 MR. COOLEY: I don't know what that means?

3 THE WITNESS: He is making a reference to one of
4 my time sheet entries.

5 MR. COOLEY: Oh.

6 THE WITNESS: Well, I will answer both your
7 questions. No, I never said anything to Van Sickle
8 about that. And I don't recall anyone else saying
9 anything that I would construe anything like how you
10 phrased your question.

11 BY MR. PARKER:

12 Q. Did you or anyone in your presence in
13 meetings with Van Sickle at any time ever suggest to him
14 that you or other church lawyers were in possession of
15 information involving difficulties it had with the
16 police?

17 A. No.

18 Q. Did you or any lawyers for the church in
19 any discussions or negotiations with Van Sickle at any
20 time suggest to him that you were aware of altercations
21 he may have had of a spousal nature?

22 A. I didn't. I never heard any lawyer
23 suggest anything like that to Van Sickle.

24 Q. Were any such statements ever made to or
25 in the presence of Joe Yanny?

1 A. Not by me, not by anyone else I had ever
2 heard.

3 Q. Did you ever have any discussions with
4 Mr. Van Sickle about the possibility of money being paid
5 to him in settlement of claims he might have involving
6 invasion of privacy, wrongful surveillance, things of
7 that sort?

8 A. No.

9 Q. Did Mr. Van Sickle ever suggest to you or
10 in your presence that he might have one or more claims
11 that could be asserted involving invasion of his
12 privacy?

13 A. There were all sorts of screaming and
14 yelling that went on during the Yanny I trial. And God
15 knows I didn't pay a great deal of attention to any of
16 that. So I don't know if he said anything like that
17 then. The Yanny trial was very hotly contested and very
18 heated at times. Certainly I don't remember anything
19 like that.

20 Q. Did Mr. Van Sickle ever tell you --

21 A. Or at any other time for that matter.

22 Q. At any time did he ever suggest that he
23 was considering bringing claims against the church on
24 his own account?

25 A. He may have but I don't remember it. As I

1 say, there was a lot of screaming and yelling and
2 threatening going on during the trial.

3 MR. COOLEY: Yanny I trial?

4 THE WITNESS: Yanny I, yes.

5 MR. PARKER: We are holding the shouting for Yanny
6 II.

7 MR. COOLEY: You haven't done any shouting today
8 so far.

9 MR. PARKER: I am on my best behavior because you
10 came all the way out from Boston.

11 Q. Did Mr. Van Sickle ever suggest a
12 willingness to settle claims he might have against the
13 church for invasion of privacy?

14 A. Not to me.

15 Q. Did he ever do that to anyone else in your
16 presence?

17 A. Not in my presence, no.

18 Q. Did you ever hear that he had done so?

19 A. No.

20 Q. Between June 5 and June 20 did you have
21 any communications with Van Sickle? I may have asked
22 you that, didn't I?

23 A. No, not exactly. My recollection is that
24 my communication with Van Sickle between June 5 and June
25 20 would have been in the context of settlement meetings

1 in front of Judge Savitch.

2 MR. COOLEY: That's been asked and answered.

3 MR. PARKER: That's what I was thinking.

4 THE WITNESS: Okay.

5 BY MR. PARKER:

6 Q. Let's talk then about others associated
7 with you. Did Mr. Quinn have any conversations, to your
8 knowledge, with Van Sickle between June 5 and June 20?

9 A. That I have been told of, yes.

10 Q. What have you been told?

11 A. I have been told that there was a
12 telephone call between Mr. Quinn and Mr. Van Sickle
13 either later in the day on June 5th or on June 6th. And
14 I have been told about that phone call.

15 And I may have been told about other phone
16 calls along the way. I don't recall.

17 Q. Your source for information concerning the
18 telephone call shortly after the June 5 meeting was
19 who?

20 A. Jack Quinn.

21 Q. Did you ever verify what he told you by
22 speaking to Van Sickle directly?

23 A. Depends on how you define that.

24 Q. Excluding Van Sickle's declaration?

25 A. Certainly that's not how I did. Want me

1 to tell you?

2 Q. Please.

3 A. All right. Either on the afternoon of
4 June 5th or sometime during June 6th Quinn told me by
5 phone that Van Sickle had called him and told him the
6 Aznarans weren't interested in that offer of the figure
7 I gave you before. They rejected it. And I recall Jack
8 communicating that to me. And as far as I was concerned
9 that was the end of the ball game because it had been
10 made clear it was a one time take it or leave it. And I
11 really can't recall whether that was the afternoon of
12 the 5th or morning of the 6th or even afternoon but it
13 was very soon after and I was surprised by how quickly
14 it happened.

15 Q. What was the next thing after that event
16 which occurred in reference to the possibility of
17 settling the Aznaran case?

18 A. I think Van Sickle raised it again at the
19 breakfast meeting on the 20th.

20 Q. How was that meeting arranged?

21 A. I don't remember.

22 Q. Your first motion for summary judgment had
23 been served by mail the day before; correct?

24 A. The day before what?

25 Q. The day before the June 20 meeting.

1 A. It was around that.

2 Q. And during the June 20 meeting was there
3 any discussion at all concerning motion activity in the
4 Aznaran case?

5 A. Not that I recall.

6 Q. During the June 5 meeting was there any
7 discussion about motion activity?

8 A. No.

9 Q. At the time the motion for summary
10 judgment was served by mail had you learned that the
11 Aznarans had substituted in pro per in place of Ford
12 Greene?

13 A. Yes.

14 MR. COOLEY: Between what dates?

15 MR. PARKER: As of the time the motion for summary
16 judgment was served.

17 MR. COOLEY: Which motion for summary judgment are
18 you talking about?

19 MR. PARKER: The first one.

20 THE WITNESS: I was assuming he was talking about
21 the one that was in the middle of June. That's the
22 one?

23 MR. PARKER: Yes.

24 THE WITNESS: Uh-huh.

25 BY MR. PARKER:

1 Q. The proof of service on the Aznaran
2 substitution where they replaced Ford Greene? It's by
3 mail and it's dated the 14th. When did you first
4 receive in the mail, if you did, the substitution?

5 A. I don't know.

6 Q. How did you first learn that Ford Greene
7 had been substituted out of the case?

8 A. I think I first learned from Bartilson.
9 But I am not certain of that.

10 Q. Was that by phone?

11 A. No.

12 Q. Face to face?

13 A. Yes, I think it was.

14 Q. When you first learned of the
15 substitution, what information were you given?

16 A. The Aznarans had substituted themselves in
17 pro per as I recall for Ford Greene.

18 Q. What was your reaction to that?

19 A. I was sort of surprised.

20 Q. You had expected one of the Texas
21 lawyers.

22 A. Yes.

23 Q. Was there any other aspect of that
24 development that you found surprising?

25 A. No.

1 Q. The timing was right based on the
2 prediction Mr. Van Sickle had made, wasn't it?

3 A. Well, yes, if you look at the dates of the
4 signatures. If the dates are accurate as to when the
5 various people signed the substitution, it was pretty
6 close, yes.

7 Q. Two days after the breakfast meeting
8 Greene signs.

9 A. Uh-huh.

10 Q. Six days later the Aznarans sign.

11 A. Uh-huh. Well, I don't know about that.

12 Q. June 11 is the date that appears --

13 A. Yes, so six days after we had breakfast.

14 Q. Were you ever given a explanation why they
15 waited three days to serve it by mail?

16 A. No, that's why I grinned before.

17 MR. COOLEY: I am sorry, I didn't hear?

18 THE WITNESS: That's why I grinned before. No, I
19 never got an explanation about that.

20 BY MR. PARKER:

21 Q. Did the lawyers for the church including
22 the lawyers at Bowles & Moxon first learn about that
23 development through the mail when the substitution
24 arrived or did they learn before that?

25 A. You would have to ask them. I learned

1 about it in the way I related to you.

2 Q. Did you communicate to anyone else the
3 development that the Aznarans had gone in pro per?

4 A. Yes, I may have.

5 Q. To whom?

6 A. Oh, I don't know. I might have called --

7 Q. Let's exclude clients. Client
8 representatives.

9 A. That's who I was thinking of.

10 Q. What about Jack Quinn, did you tell Jack
11 Quinn?

12 A. I don't recall.

13 Q. Did either you or Jack Quinn communicate
14 that development to Van Sickle?

15 A. I don't recall having done it.

16 Q. The fact of the substitution in pro per,
17 was it a subject of discussion on June 20?

18 A. I don't know if it was per se.

19 Q. I don't know what that means?

20 A. I don't know if it came up in connection
21 with in fact I asked Barry why the Aznarans had fired
22 Greene. It may have come up in that connection, but --

23 Q. But there was no doubt from what he said
24 that Van Sickle was already aware of it?

25 A. Yes. He answered me.

1 Q. He didn't seem to be learning it from you
2 so far as you could tell?

3 A. As far as I could tell.

4 Q. You said earlier that you believe there
5 was a motion cutoff date.

6 A. Yes, but I wasn't sure whether it had been
7 imposed at that time or not.

8 Q. Was that motion cutoff date for filing or
9 hearing purposes?

10 A. Judge Ideman issued an order sometime
11 around that time which stated that -- I use the word
12 hearing advisedly, that the -- there would be no motions
13 calendared in the Aznaran case after whatever date he
14 assigned.

15 Q. From the docket sheet are you able to
16 recall?

17 A. I can give it a try. This starts on,
18 what, April 10?

19 MR. COOLEY: Let me see it.

20 THE WITNESS: Yes, take a look.

21 MR. PARKER: While Mr. Cooley is looking maybe I
22 can ask you this question.

23 MR. COOLEY: Here it is. August 19th he says is a
24 Quinn motion cutoff date.

25 THE WITNESS: Says entry at 387 on this civil

1 docket continuation sheet for July 24, 1991 says:

2 "That 8/19/91 is set as the
3 motion cut off date in this action. All
4 remaining motions in this action are
5 limited to 35 pages in length, excluding
6 indices and exhibits and must be noticed
7 NLT," which means not later than,
8 "8/19/91 and filed in a timely manner.
9 No further motions will be heard after
10 that date absent showing a good cause by
11 why the motion could not be brought
12 sooner."

13 Q. Before we change tape which will be just
14 momentarily, let me ask you this: When your clients
15 served the first summary judgment motion by mail on or
16 about the 19th of June, was there, as you understood it
17 at that time any motion cutoff date in force?

18 A. No.

19 MR. PARKER: Why don't we change tape.

20 VIDEO OPERATOR: This is the end of Tape No. 2.
21 The time is approximately 3:15 and we are off the
22 record.

23 (Recess taken.)

24 VIDEO OPERATOR: This is the beginning of Tape
25 No. 3. The time is approximately 3:18 and we are on the

1 record.

2 BY MR. PARKER:

3 Q. The first summary judgment motion was
4 filed I think we said on July 1. I am looking at my
5 calendar for 1991. Maybe it will help you recall the
6 days of the week.

7 A. On July 1?

8 Q. July 1, was it 1 or 2?

9 A. The first summary judgment motion was
10 filed?

11 Q. Yes. That you filed -- Earle --

12 MR. COOLEY: July 1.

13 MR. PARKER: July 1.

14 Q. That was a Monday?

15 A. According to your calendar, yes.

16 Q. And you set it for the first available
17 hearing date?

18 A. It was set for whatever date it was set
19 for. Whatever it says.

20 Q. It was set for July 22, wasn't it, the
21 original hearing date?

22 A. I don't remember what the date was.

23 MR. COOLEY: Returnable July 22. For some reason
24 this just says lodged. It doesn't say filed and I don't
25 know what the significance of that is.

1 BY MR. PARKER:

2 Q. Can you explain that for us?

3 A. What?

4 Q. Was the motion lodged as opposed to
5 filed?

6 A. As far as I know it was filed.

7 Q. Well, it may have been lodged, is that the
8 one that exceeded the page limit?

9 MR. COOLEY: I think that may be the answer.

10 THE WITNESS: It depends on how you view the page
11 limit. There had been a blanket order issued by Judge
12 Ideman earlier in the case I believe allowing for
13 50-page briefs without further leave of court and
14 somewhere along the line that was changed.

15 MR. COOLEY: On July 5th an ex parte application
16 for leave to file a memo of P's and A's in excess of 50
17 pages was filed so -- I guess that's why the clerk only
18 lodged it on the 1st.

19 MR. PARKER: Q. Then that was denied as I
20 recall.

21 A. I think that's right.

22 Q. Filed July 1, set for hearing on first
23 available hearing date, Monday, the 22nd of July; is
24 that correct?

25 A. Uh-huh, apparently so.

1 Q. Why was the motion served at least in its
2 original form roughly 12, 13 days before it was filed?

3 A. I have no idea. I don't remember that I
4 am the one who filed it or gave instructions to file it
5 so I am not sure.

6 Q. Who would be the most likely person to
7 explain why it was served 12 or 13 days before it was
8 actually filed or as Mr. Cooley pointed out lodged?

9 MR. COOLEY: Where do you see that?

10 MR. PARKER: See what?

11 MR. COOLEY: That it was served?

12 MR. PARKER: I remember you said earlier today it
13 was served by mail on the 19th and I do think proof of
14 service shows that.

15 MR. COOLEY: I don't recall saying that. I am
16 confused -- see, I don't think we are talking about the
17 same summary judgment motions.

18 MR. YANNY: Yes, you are.

19 MR. PARKER: I think we are. Why don't we go off
20 the record for a second and I will pull out the motion.

21 JUDGE JOHNSON: Off the record.

22 VIDEO OPERATOR: We are going off the record now
23 and the time is approximately 3:21.

24 (Recess taken.)

25 VIDEO OPERATOR: We are back on the record now and

1 the time is approximately 3:23.

2 BY MR. PARKER:

3 Q. I can't locate right now the summary
4 judgment motion so let's just hold that.

5 A. Okay.

6 Q. But assuming there was a difference in
7 time of 12 to 13 days between service by mail and
8 filing, who would be the best person to explain why that
9 happened?

10 A. I think you would have to check the proof
11 of service to find that out.

12 Q. But assuming it's true?

13 A. I am assuming it's true. You better check
14 the proof of service and see who signed it.

15 Q. I see what you are saying. So I should go
16 ask some secretary.

17 A. I don't know.

18 Q. Which lawyer?

19 A. I am not even sure it happened.

20 Q. I understand that but I am just saying
21 assume it for purposes of my question, would it be a
22 lawyer at Bowles & Moxon who would most likely know the
23 reason for the timing of filing versus service?

24 A. I guess most likely, yes, but I really
25 have no idea.

1 Q. The meeting on June 20 took place where?

2 A. Same place. Biltmore Hotel. Same
3 restaurant. I think even the same table actually.

4 Q. Again you did not take notes?

5 A. That's correct.

6 Q. And do you recall observing anyone else
7 taking notes during the meeting?

8 A. I don't recall anyone taking notes during
9 that meeting.

10 Q. Had there been more than one settlement
11 conference session in the Corydon case between June 5
12 and June 20?

13 A. We had a lot of them. We had a lot of
14 them. The only one -- I am not sure. I am really not
15 sure.

16 Q. Was there one in the offing as you have
17 gathered on June 20?

18 A. I can't remember being unscheduled as it
19 were. In other words, I don't remember leaving Judge
20 Savitch while the negotiations were ongoing without
21 having another date set.

22 Q. Whose idea was it to hold the second
23 breakfast meeting?

24 A. I don't know.

25 Q. How did you first learn the meeting had

1 been set up?

2 A. Well, I can't remember who set it up. So
3 I am really at a loss to figure out how I knew about it.

4 Q. So someone called and told you to be
5 there?

6 A. Perhaps. I don't know if Jack called or
7 Barry called or I called, I just don't remember.

8 Q. Other than the draft Corydon settlement
9 agreement, did you bring any other papers relating to
10 either the Aznaran or Corydon cases to the June 20
11 meeting?

12 A. No.

13 Q. To your knowledge, did Mr. Quinn bring any
14 papers relating to either case to that meeting?

15 A. Not to my knowledge.

16 Q. Did you observe any such papers in Mr. Van
17 Sickle's possession?

18 A. No.

19 Q. Other than the draft settlement agreement
20 in Corydon were any other documents exchanged between or
21 among the people present at the June 20 meeting?

22 A. I have this recollection of a newspaper
23 being on the table. But I don't recall any other
24 exchanges of anything.

25 Q. Had it been expected that others would

1 attend the meeting?

2 A. Not to my knowledge.

3 Q. Going into the meeting what did you expect
4 to accomplish?

5 A. To convey the draft of the Corydon
6 settlement agreement to Mr. Van Sickle, physically hand
7 it to him. To discuss it, I suppose, if he wanted to,
8 but as I recall that was the time where it was the
9 first -- it was the settlement papers that had been
10 prepared after the first time and the parties thought
11 they had come to an agreement and I think it was just
12 kind of handling goodwill. It was sort of a relief I
13 recall. And I was giving Van Sickle the draft.

14 Q. Rather than trying to cherry-pick or guess
15 my way through this, why don't I ask you as you did in
16 the case of the June 5 meeting to give us at the risk of
17 a narrative a description of what each person said as
18 best you can recall it, specifically if you can, if not,
19 the gist.

20 A. All right. I recall asking Van Sickle why
21 the Aznarans had fired Ford Greene. I recall that
22 because I was really curious. I recall his response
23 which was when he laid out a litany of factors as to why
24 Mr. Greene had been fired.

25 I remember that Barry made some sort of a

1 mention of perhaps Aznarans settlement talks that had
2 long since been a dead issue as far as we were
3 concerned, about resuscitating them, and I remember that
4 Jack, I don't remember who, telling him we weren't
5 really in a position to do that.

6 And I do remember, I think it was Jack,
7 and if it were Jack I agreed with him, that if the
8 Aznarans were willing to take what had been given to
9 them as a take-it-or-leave-it proposal back on the 5th,
10 that we might, probably would be able to persuade our
11 clients to take it but that we didn't have any
12 authority. Barry may have thrown out a number, and --
13 this is more remembering what Jack says in his
14 declaration and I vaguely remember him throwing out a
15 number but nothing ever came of it. That's about all I
16 remember of the subject matters that were addressed at
17 that meeting.

18 Q. The primary purpose of the meeting was to
19 finalize the Corydon settlement?

20 A. No, it was not to finalize it. We had
21 reached an agreement in chambers we thought with Judge
22 Savitch during the settlement. Sessions that we had
23 that were supervised by him. And I had undertaken to
24 have a draft prepared embodying the terms to which the
25 parties had agreed. And it's my recollection that

1 that's the time I gave Van Sickle the draft.

2 Q. I was struck by the fact that in your
3 narrative you never mentioned the Corydon case at all
4 even handing them the draft. So I just wanted to be
5 sure that I exhausted your memory.

6 A. I think you ought to recall the answer
7 before the narrative was telling you what I just now
8 repeated.

9 Q. I want in fairness to you and the record I
10 want to try to make it as complete and as compact as
11 possible rather than scattered even at the risk of
12 repeating. So let's go back -- let's think about June
13 20. Anything else that you haven't told us already in
14 reference to the Corydon case?

15 A. No. I handed him a copy of the draft. He
16 hadn't seen it before. I don't even recall him reading
17 it there. And Miss Plevin wasn't there. So I don't
18 know what we could say about it.

19 Q. What did he say about it?

20 A. I don't recall him saying anything about
21 it.

22 Q. Did he tell you he would get back to you
23 on it?

24 A. I don't know if he said that for sure or
25 not. They certainly did get back to us on it.

1 Q. Your state of mind was the case had
2 settled?

3 A. My state of mind was we had reached an
4 agreement on Corydon and we tried to embody it in a
5 draft. Since it was the defendant's side who agreed to
6 prepare the draft, I was delivering the draft to Barry.

7 Q. What was the purpose of the meeting as you
8 saw it?

9 A. To give them the draft and that was about
10 it as far as I -- I think I mentioned before I was sort
11 of relieved. That was a long, hard climb. As I think
12 Judge Johnson might recall.

13 Q. Self-evidently you could have transmitted
14 the draft by mail or messenger instead you chose to
15 meet. I am just wondering, was there more to it than
16 just transmitting a copy of the draft settlement
17 agreement?

18 A. I will tell you, Mr. Parker, no, not that
19 I remember. It was a nice breakfast.

20 Q. That's where I was headed. Was the June
21 20 meeting more social than the June 5 meeting had
22 been?

23 A. By more social, I don't know. I don't
24 know what you mean.

25 Q. Was the conversation lighter than it had

1 been on June 5?

2 A. I don't know if it was lighter or not. I
3 seem to remember a newspaper on the table.

4 Q. Was it a longer meeting or a shorter
5 meeting than June 5?

6 A. It strikes me it was about the same
7 length, maybe shorter. Part of it was, I think, just
8 kind of pleasantries.

9 Q. When you began your narrative response,
10 the first item you mentioned was your inquiry as to why
11 the Aznarans had fired Ford Greene. Was that the first
12 item of conversation?

13 A. It may have been. I am not sure. It was
14 certainly, I was curious and I know I had the thought in
15 my mind it would be an opportunity to ask. Whether it
16 was the first or the second or third or whatever item, I
17 have no idea. But I may have just sat down and said,
18 "Hey, Barry why did they fire him?" But I don't know.

19 Q. You said that Mr. Van Sickle had laid out
20 a litany of factors, what were those factors?

21 A. Well, they are the ones that embodied my
22 declaration. And among them as I sit here right now
23 were the fact that Van Sickle said that the Aznarans had
24 had difficulty reaching Ford Greene. That Ford wasn't
25 particularly good at returning phone calls to them.

1 That Greene had, I think the word Barry used,
2 disappeared for a couple months into a rehabilitation
3 center and not told the Aznarans.

4 Barry also said that the Aznarans had
5 heard complaints from others of Ford Greene's clients
6 and he specifically mentioned Margery Wakefield
7 complaining about how Greene had handled matters for
8 those clients. He also mentioned that the Aznarans had
9 complaints about Greene failing to move their case
10 forward. And he mentioned something about an incident
11 where Greene had supposedly charged the Aznarans for a
12 deposition that didn't happen and he tried to collect
13 the money.

14 I think there was one other thing that's
15 mentioned in my declaration, but as I sit here I don't
16 specifically recall it right now. I may blurt it out
17 later. In any event, what Van Sickle did in response to
18 my question was just let out a litany of factors
19 including those and they may have been -- that may be an
20 exhaustive summary; it may not. My declaration is what
21 I recall at the time it was drafted.

22 Q. Did Mr. Van Sickle tell you how he knew
23 about the reasons for the Aznarans firing Ford Greene?

24 A. Did he specifically tell me, no. But it
25 seemed as though Van Sickle had been in touch with the

1 Aznarans. The things he said were what the Aznarans had
2 told him, just as, I mean, I got to tell you, throughout
3 all Yanny I, I don't think there was anybody over on our
4 side of the counsel table that wasn't absolutely bound
5 and convinced that Barry was in touch with the Aznarans,
6 that Joe Yanny was in touch with the Aznarans about
7 this, that or that case or anything else. I didn't give
8 it a thought. Barry told me that he understood from the
9 Aznarans that that's the way it was so that's, you know,
10 so that was it.

11 Q. Did you object to anything that Barry Van
12 Sickle said or did at the meeting of June 20?

13 A. Did I object to anything he said or did?

14 Q. Yes.

15 A. His table manners or something?

16 Q. Wasn't exactly what I had in mind.

17 A. I don't understand the question.

18 Q. Did you voice any objection to anything he
19 said at the meeting?

20 MR. COOLEY: You say "objection." You mean
21 disagreement or you object -- don't say that I -- do I
22 object to you saying that? I don't understand the
23 question. Objection has --

24 THE WITNESS: I don't either.

25 BY MR. PARKER:

1 Q. Did you disagree?

2 A. Did I disagree with anything? See,
3 this -- I don't know if he raised this stuff about
4 coming into -- coming back into the Aznaran case at that
5 time on the 20th for sure. He may well have. And if he
6 mentioned the possibility of him coming back into the
7 Aznaran case, to use your word, I am sure I would have
8 said something that would have been disagreement or
9 objection. He may have done that on the 20th. I am not
10 entirely certain.

11 Q. You said that the settlement talks in the
12 Aznaran case as far as you were concerned were dead.

13 A. Right.

14 Q. What did you mean by that?

15 A. The June 5th number was a one-time, take
16 it or leave it. Either later that afternoon or the next
17 day Van Sickle called back and I was told that he told
18 Quinn that the Aznarans wouldn't settle for that
19 figure. Well, it was one time, take it or leave it.
20 They didn't take it, so as of the afternoon of June 5th
21 or June 6th as far as I was concerned that was over
22 with.

23 Q. So for the 14 days preceding the meeting
24 of June 20 settlement as far as you were concerned in
25 the Aznaran case was dead.

1 A. Yes.

2 Q. And yet Barry Van Sickle based on his
3 conversations on June 20 is telling you about his
4 communications with the Aznarans. Is that right?

5 A. I asked him whether they fired Ford Greene
6 and he answered me.

7 Q. So now you are being told that this lawyer
8 who has been disqualified from representing the Aznarans
9 at a point in time after the settlement talks are dead
10 is still talking to them and you don't object. Is this
11 what I am understanding?

12 A. Yes. If that's what you meant by object,
13 no, I did not say to him, "Why are you talking to the
14 Aznarans?" I did not.

15 Q. Whether you gave voice to it or not, did
16 it bother you in the slightest that he was still
17 communicating with them?

18 A. It was still an assumption all along that
19 he was.

20 Q. If you were --

21 A. So I don't know that it struck me one way
22 or the other.

23 Q. So you were assuming all along that he was
24 in violation of the disqualification order?

25 A. I didn't say that. I said --

1 Q. Is that what you thought?

2 A. I said I was assuming that he was talking
3 to them.

4 Q. Didn't you think talking to these people
5 that he had been disqualified from representing was a
6 violation of Judge Ideman's order either in letter or
7 spirit?

8 A. Never really thought of it in those
9 terms. I thought that -- I once brought a case where I
10 thought the lawyer for my clients who had ceased to
11 represent them and than was having their litigation
12 adversaries as his house guests repeatedly, I thought
13 that once was a violation too, but I have a trial that
14 says it wasn't. So, frankly, I think my thoughts on
15 that subject may have been affected by that in some
16 respect.

17 MR. PARKER: Time out. Just one second.

18 JUDGE JOHNSON: Take five minutes.

19 VIDEO OPERATOR: We are going off the record now
20 and the time is approximately 3:40.

21 (Recess taken.)

22 VIDEO OPERATOR: We are back on the record now and
23 the time is approximately 3:49.

24 BY MR. PARKER:

25 Q. A few more questions on the June 20

1 meeting. You had been led to expect that one of the
2 Texas lawyers was going to come in and you had been
3 surprised about that. So when you asked Mr. Van Sickle
4 about the reasons for firing Ford Greene, did you also
5 ask why it was they had gone in pro per?

6 A. I may have. I don't recall that I did.

7 Q. Was there a discussion about C. Tony
8 Wright or Karen McRae during the June 20 meeting?

9 A. If I asked him and I may well have asked
10 him, why not Tony and Karen, yes, I have some sort of
11 recollection about him mentioning that Toby Plevin had
12 been approached to be local counsel for them and didn't
13 or wouldn't or couldn't or something. But it's no more
14 concrete than that. That's as much about that as I
15 recall.

16 Q. Was there any reference by Barry Van
17 Sickle to the possibility that he would seek to re-enter
18 the case?

19 A. I think that's been asked and answered.

20 Q. I think you are right. I will withdraw
21 the question.

22 Who first raised the subject of settlement
23 in reference to the Aznaran case at the meeting of June
24 20?

25 A. Van Sickle.

1 Q. What number did he throw out?

2 A. I have no recollection whatsoever.

3 Q. In response to Jack Quinn's statement that
4 you might be able to reacquire your original settlement
5 authority, did Van Sickle react?

6 A. If he did, it wasn't something I dwelt on
7 because I don't remember the actual number he threw out
8 for the Aznarans but it wasn't anywhere near in the
9 ballpark.

10 Q. Was it seven figures?

11 A. Yes, I think it was.

12 Q. And the number that Jack Quinn was
13 referring to was the \$250,000 figure?

14 A. Certainly the one I had in mind and it was
15 the only authority Jack and I had and it was gone at
16 that point in time.

17 Q. Did Van Sickle tell you in substance,
18 "Don't bother if that's all you can deliver"?

19 A. I don't remember.

20 Q. When you handled the draft settlement
21 agreement in the Corydon case to Mr. Van Sickle on June
22 20, did you say anything to him?

23 A. I probably did.

24 Q. Did you tell him at that time in words or
25 substance or effect that it was your client's desire

1 that he and Toby Plevin no longer be involved in future
2 litigation with the church?

3 A. No.

4 Q. Did you intimate that?

5 A. No.

6 Q. Did you intimate that at any time during
7 the course of that meeting?

8 A. No.

9 Q. Did you or Jack Quinn say something to the
10 effect, "I know we can't ask for it, but our clients
11 desire that you not be involved in future litigation"?

12 A. No.

13 Q. When is the first time that you can recall
14 learning that Joe Yanny was going to try to enter the
15 Aznaran case? And I am limiting this to the summer of
16 1991 as opposed to earlier prophesies on his part?

17 A. I don't think that I ever heard that he
18 was going to enter.

19 Q. It was a fait accompli by the time you
20 heard?

21 A. Yes, it was my recollection that it was a
22 done deal as they say.

23 Q. And that was June 30 that you first
24 heard?

25 A. Whatever the day was that I found out

1 about it.

2 Q. Based on --

3 A. At the end of the month.

4 Q. Based on your time sheets it would have
5 been June 30.

6 A. If that's what it says then that's when it
7 was.

8 Q. That's the first date you have given us.

9 A. Then that would be the date.

10 Q. June 30 was a Sunday.

11 A. Yes.

12 Q. Does that square with your recollection
13 that it was over a weekend that you heard that Yanny had
14 come into the case?

15 A. Let me see what else I was doing that
16 day.

17 (Discussion off the record.)

18 THE WITNESS: I may have heard about it first
19 then. I am not positive. The fact that it is a Sunday
20 doesn't preclude that because it's my recollection that
21 I was out of town at the end of the preceding week.

22 BY MR. PARKER:

23 Q. Do you have any knowledge or information
24 of any activities on Joe Yanny's part before June 28,
25 1991 by which he acted on behalf of the Aznarans in that

1 case?

2 A. Only what he told me last week.

3 Q. What was that?

4 A. During his deposition.

5 Q. Other than what he said in his
6 deposition.

7 A. Not that I am aware of, no.

8 Q. What harm was there in a brief continuance
9 of the church's motions in order to resolve the
10 representation issue?

11 A. I am not sure. I don't know how you are
12 asking that in what --

13 Q. As you understood it at the time, as you
14 believed at the time, what was the problem with that?

15 MR. COOLEY: Well, I object to the extent that the
16 witness is being called upon to give the reasoning and
17 conclusions reached by counsel in consultation with
18 client for opposing a motion.

19 MR. PARKER: I am not asking --

20 MR. COOLEY: And I would instruct him not to
21 answer it to the extent that he has to involve that kind
22 of process in his answer.

23 MR. PARKER: Let me, if you think my question
24 swept that far, then there must be something wrong with
25 the question. I will rephrase the question.

1 Q. My question seeks to elicit your state of
2 mind and no one else's. I am not asking for anyone
3 else's statements or opinions, just your own state of
4 mind in the early part of July 1991. What harm was
5 there in postponing the hearing which was then set for I
6 guess July 22 on the first motion so that the
7 representation issue could be resolved?

8 MR. COOLEY: The witness' state of mind,
9 impressions and thought processes while serving as
10 counsel for the plaintiffs here is his own work product
11 and beyond appropriate interrogation and I object to it
12 on that basis.

13 MR. PARKER: And are you instructing him not to
14 answer?

15 MR. COOLEY: Yes.

16 MR. PARKER: As in the case of the attorney-client
17 privilege assuming for sake of argument that the work
18 product privilege is properly assertable in this
19 instance, clearly it means you have made an election and
20 that you cannot put Mr. Drescher on the stand at trial
21 if you realize then that you made a mistake today by
22 withholding that testimony.

23 MR. COOLEY: Whatever the implications are, they
24 are as a matter of law.

25 MR. PARKER: That's true. I just wanted the

1 record to reflect that I made that statement to you and
2 I didn't mean to engender any debate on it.

3 MR. COOLEY: I understand.

4 BY MR. PARKER:

5 Q. It is true, isn't it, that Jack Quinn
6 offered a different solution to the problem, namely, to
7 have the motions filed by the church heard as scheduled
8 and resolve the representation issue afterwards?

9 A. I don't think that's true. But I wasn't
10 part of any discussion that Mr. Quinn had in which that
11 was raised.

12 Q. Have you ever asked Mr. Quinn if he made
13 that suggestion?

14 A. No.

15 Q. Has Mr. Quinn ever told you whether or not
16 he made that suggestion to Joe Yanny?

17 A. No.

18 Q. Do you have any knowledge or information
19 as to any person including Quinn or Yanny or anyone else
20 who in the early part of July 1991 suggested that the
21 summary judgment motions go forward and be resolved and
22 then the representation issue tackled?

23 A. No.

24 Q. As before I am going to ask what your
25 state of mind was at that time in early July as to why

1 it would have been detrimental or prejudicial to your
2 clients to have done it in that fashion, namely, resolve
3 the motions first and then the representation issue
4 after that?

5 MR. COOLEY: Well, I am going to give him the same
6 instruction beyond the obvious fact of continuing delay
7 in the case engendered by these kinds of request of
8 Mr. Yanny's entry, which are obvious, to go into a whole
9 thought process I think is inappropriate.

10 BY MR. PARKER:

11 Q. Did you ever get a ruling on the summary
12 judgment motions?

13 A. No.

14 Q. Has the church been prejudiced as a
15 result?

16 MR. COOLEY: As counsel in that case I can tell
17 you I think I have but that's neither here nor there in
18 this litigation.

19 THE WITNESS: There has been no ruling on any of
20 those motions as of yet from Judge Ideman.

21 BY MR. PARKER:

22 Q. Is there a trial date?

23 A. No.

24 MR. COOLEY: There is also a recusal of Judge
25 Ideman.

1 MR. YANNY: That's been denied.

2 MR. COOLEY: Petition for certiorari to the
3 Supreme Court of United States. The Ninth Circuit said
4 that reasonable minds could disagree on the facts to be
5 derived, the inference to be drawn from the facts and
6 that meets the standard. That's up before the Supreme
7 Court now.

8 BY MR. PARKER:

9 Q. Did you have any conversations with
10 Mr. Yanny in July 1991?

11 A. I don't think so, no. Well, wait a
12 minute. Yes, there was one.

13 Q. At the courthouse?

14 A. In the courtroom.

15 Q. Others present?

16 A. Yes.

17 Q. What was said?

18 MR. YANNY: June?

19 THE WITNESS: No, July.

20 MR. COOLEY: The question related to July I
21 thought.

22 THE WITNESS: It was July.

23 MR. PARKER: It was July.

24 THE WITNESS: It was July and it's pretty
25 illustrious of the reason I am pretty confident I don't

1 have conversations with Mr. Yanny. It was I think it
2 was Department 41, there is a remote chance it was
3 Department 33. But before one of the arguments for the
4 temporary restraining order we had arrived at our side
5 of the counsel table, Mr. Quinn and me, Mr. Yanny and
6 Mr. Van Sickle had arrived on the other side of the
7 counsel table. Judge had not yet taken the bench. Joe
8 was doing what he often does in court, which is
9 taunting. And at one point I was standing over by Van
10 Sickle and Joe, and Joe said to Barry, said, "Why don't
11 you get him to admit that the church wants Barry to stop
12 representing clients against them." And Barry just kind
13 of looked at me and I looked at Barry, and I don't
14 remember what my response was, but as is his custom
15 Mr. Yanny just twisted it, tried to get Barry to twist
16 it into something other than it was, and Barry just kind
17 of waved his hand at it and that was the end of it, and
18 I walked away and I am punishing myself internally for
19 being dumb enough for being part of a conversation that
20 he could hear and mangle, he being Yanny.

21 Q. Any other conversations in the month of
22 July?

23 A. No.

24 Q. Did you have any conversations with
25 Mr. Yanny in August 1991?

1 A. I believe there were two. One was at Jack
2 Quinn's office on a Saturday where Joe, Barry, Jack and
3 I and a fellow named Tommy were present in the lobby,
4 and when the actual meeting took place, Tommy waited
5 outside. And the other was at Morton's.

6 Q. What was the purpose of the first
7 meeting?

8 A. It was an abortive settlement for this
9 case.

10 Q. And it preceded the meeting at Morton's?

11 A. Yes, my recollection is that meeting came
12 first.

13 Q. When did you first learn of Mr. Elstead's
14 involvement in the Aznaran case?

15 A. I believe the first time I ever heard
16 Mr. Elstead's name was when he filed or was filed --
17 there was filed an association of counsel associating
18 Mr. Elstead into the Aznaran case along with Ford Greene
19 on behalf of the Aznarans sometime after Judge Ideman
20 had thrown Mr. Yanny out and ordered Mr. Greene back in
21 as counsel of record.

22 Q. Can you pinpoint the date or get close to
23 it by reference to the docket sheet?

24 A. Well, actually I could get close to it by
25 Elstead's declaration or the Aznarans' declaration.

1 Q. Try August 2.

2 A. Let me look at the beginning of August.

3 Q. Try August 2.

4 A. Association of trial counsel, John
5 Cliffton, I was saying Clifford before, John Cliffton
6 Elstead for plaintiffs as dated on this docket sheet
7 August 2nd, 1991.

8 Q. Did you speak with anyone concerning how
9 Elstead got involved?

10 A. I think I might have asked any of my
11 co-counsel if they had heard of him because I had not.
12 I don't recall asking anyone else until I asked
13 Mr. Yanny at his deposition last week.

14 Q. Have you ever spoken with Mr. Elstead?

15 A. Yes.

16 Q. When did you first speak with
17 Mr. Elstead?

18 A. I first spoke with Mr. Elstead, Earle, you
19 can probably help me with the date. It would be in the
20 fall of 1991 when Mr. Elstead showed up as one of the
21 counsel opposing the motion to which reference was made
22 earlier to recuse Judge Ideman from the Aznaran and two
23 other cases of which he is presiding.

24 Mr. Elstead was actually sitting at the
25 wrong counsel table, and I believe I said, "Hi, I am

1 Bill Drescher," and he identified himself and that was
2 the extent of our communication on our first meeting.
3 He then moved over to where the other counsel were
4 opposing our motion.

5 Q. Has Mr. Elstead made any statements to you
6 concerning why Ford Greene was fired?

7 A. No.

8 Q. In 1991 did you conduct any settlement
9 negotiations relating to the Aznaran case with John
10 Elstead?

11 A. No.

12 Q. Was any attempt made to disqualify Elstead
13 in the Aznaran case?

14 A. No.

15 Q. Was any threat to do so ever made?

16 A. Not by me.

17 Q. By anyone representing the church?

18 A. Not that I am aware of.

19 Q. Do you have any knowledge or information
20 of any basis on which Elstead could be disqualified?

21 MR. COOLEY: Well, he may have a conflict of
22 interest.

23 MR. PARKER: Gee, I thought I was asking the
24 witness, I am sorry.

25 MR. YANNY: Swear him in.

1 MR. PARKER: I tried.

2 THE WITNESS: Well --

3 MR. COOLEY: I am sorry.

4 THE WITNESS: If my counsel doesn't have an
5 objection I will answer the question.

6 BY MR. PARKER:

7 Q. Please.

8 A. There may be.

9 Q. What is that?

10 A. There may be we have a basis for
11 disqualifying Mr. Elstead based on the fact that it was
12 Mr. Yanny who brought him to the representations of the
13 Aznarans, briefed him, prepared him, met with him, gave
14 him information and essentially was the manner in which
15 Mr. Elstead associated into the case and that the taint
16 that Mr. Yanny brought to the case that Judge Ideman
17 identified leading to a sua sponte order to remove him
18 from the case spread to Mr. Elstead in that fashion and
19 may well be a basis for challenge to his continued
20 representation.

21 MR. YANNY: It t'aint so.

22 BY MR. PARKER:

23 Q. What is the source for that information?

24 A. Mr. Yanny's deposition.

25 Q. I wish we had both attended the same

1 deposition. Do you have any other source?

2 MR. COOLEY: Any other source that's not work
3 product.

4 THE WITNESS: No.

5 MR. YANNY: With that I am going to have to leave
6 your good offices. Judge, thank you for an entertaining
7 afternoon.

8 JUDGE JOHNSON: Okay. Good to see you,
9 Mr. Yanny.

10 MR. YANNY: Good to see you.

11 (At this point JOSEPH A. YANNY left
12 the deposition proceedings.)

13 BY MR. PARKER:

14 Q. Have you ever had had a private,
15 one-on-one telephone conversation with Mr. Yanny?

16 A. Twice.

17 Q. When was the last time?

18 A. Oh, I think it was around May of 1991.

19 Q. When was the first one?

20 A. It was the day in which notice was given
21 of the Yanny I complaint and ex parte application.

22 Q. And the one in May of 1991 did you call
23 him or did he call you?

24 A. Well, when we spoke I called him, I
25 believe. I believe I returned a message.

1 Q. For the purpose of what?

2 A. For the purpose of returning the message
3 he left for me.

4 Q. So you were returning his call?

5 A. Yes.

6 Q. What was said?

7 A. It was a settlement reach by Mr. Yanny
8 concerning Yanny I.

9 JUDGE JOHNSON: By "reach" you mean proposal?

10 THE WITNESS: Yes, Mr. Yanny reaching out in an
11 effort to see if the Yanny I case might be settled.

12 JUDGE JOHNSON: Okay.

13 BY MR. PARKER:

14 Q. Any other one-on-one conversations between
15 the two of you?

16 A. Well, yeah, I told you. Back when I gave
17 him notice.

18 Q. Right. Other than what you just told us,
19 those two, are there any others that you can recall?

20 MR. COOLEY: These are phone calls?

21 MR. PARKER: Yes.

22 THE WITNESS: Just Yanny and me? No, I don't
23 think so. As I sit here I can't.

24 BY MR. PARKER:

25 Q. Have you had any one-on-one meetings with

1 Mr. Yanny?

2 A. No. I wouldn't go to a meeting with Yanny
3 without a witness. Not since that first call.

4 Q. Has Mr. Yanny made any statements to you
5 outside his deposition regarding his representation of
6 Gerald Armstrong?

7 A. Not to me, no.

8 Q. Do you know of anyone who claims that
9 Yanny ever said he represented Armstrong on anything
10 other than Intellectual Property matters?

11 A. I am sorry, can I have that back?

12 JUDGE JOHNSON: Would you please read it back,
13 please.

14 (The pending question was read.)

15 THE WITNESS: Do I personally know of anyone?

16 BY MR. PARKER:

17 Q. Yes. Who makes that claim.

18 MR. COOLEY: That is that Yanny said --

19 MR. PARKER: Yes.

20 MR. COOLEY: That Yanny said that he represented
21 him on anything other than --

22 MR. PARKER: Right.

23 THE WITNESS: I don't recall whether I have heard
24 anybody say that or not.

25 BY MR. PARKER:

1 Q. When was the last time you had a
2 conversation with Rick Wynne?

3 A. I think it may have been the last week of
4 December of last year.

5 Q. Have you ever discussed the Aznaran case
6 with Rick Wynne?

7 A. Well, it is possible that I did at the
8 time that he was one of the Cummins & White lawyers
9 working on the Aznaran case before Cummins & White was
10 disqualified.

11 Q. Subsequent to that disqualification did
12 you speak with him on that subject?

13 A. No, not that I recall.

14 Q. I am quite sure I asked this before but
15 let me frame it in terms of what I think your testimony
16 was. Have you had any telephone conversations or
17 private meetings with Van Sickle since the one relating
18 to his proposed declaration?

19 A. Since the one?

20 Q. Yes.

21 A. Yes. Yes, I did.

22 Q. More than once?

23 A. No, I think just once.

24 Q. What was that occasion?

25 A. That would have been -- well, what's the

1 date of his declaration?

2 MR. COOLEY: Who?

3 THE WITNESS: Van Sickle's January declaration.

4 See, I called him up, I told you about the
5 conversation where I told him if he wanted to --

6 MR. PARKER: Either or.

7 JUDGE JOHNSON: Either --

8 THE WITNESS: Either or. And then I got a fax of
9 a letter addressed to you and me for the draft of the
10 declaration. I think between those two calls or between
11 those two events I talked to him and asked him if he
12 could send me the draft so I could at least finish the
13 papers which were due in a day or a couple of days. So
14 I had asked him to send the draft so that the papers
15 that were being filed in this case, which I hoped to use
16 the declaration in support, could be finished up, and
17 then I believe I called him and asked him to send the
18 original over, if he could sign it and send it over.

19 BY MR. PARKER:

20 Q. Have you ever discussed the Aznaran case
21 with Karen McRae?

22 A. No.

23 Q. Have you ever discussed the Aznaran case
24 with Paul Morantz?

25 A. No.

1 Q. Have you ever discussed the Aznaran case
2 with Charlie O'Riley?

3 A. No.

4 MR. COOLEY: You know, when you talk about "ever
5 discuss," these people were involved in one way or
6 another in the Yanny case.

7 MR. PARKER: That's why I said the Aznaran case.

8 MR. COOLEY: But the Aznaran case played a role in
9 Yanny I. And Karen McRae, for example, was a witness
10 who was both deposed and cross-examined in that case and
11 Morantz also was a witness.

12 THE WITNESS: Let me tell you what I am saying
13 is -- take Karen McRae, for example. I think I took her
14 deposition three or four days worth.

15 MR. PARKER: Okay. I am pummelled. Okay,
16 pummeled. I will step back and limit the time frame.

17 Q. At any time after June 5, 1991, have you
18 discussed the Aznaran case with Karen McRae, Paul
19 Morantz or Charlie O'Riley?

20 A. No, no, no.

21 Q. It would have been to your client's
22 advantage, would it not, if the Aznarans had been
23 required to respond to your motion for summary judgment
24 without the assistance of counsel?

25 A. I don't know. You know why I don't know,

1 because Ford was so chronic in blowing deadlines that I
2 had this hope harbored deep inside that one of these
3 times, one of these times Judge Ideman would come down
4 on him for doing it. A saged person once said Ford as a
5 person who could screw up a two-car funeral. And no,
6 frankly, I don't know that it mattered. There was an
7 earlier summary judgment motion that had gone without an
8 opposition for weeks. So, frankly, it was a close,
9 close call in that regard.

10 Q. Is it merely a coincidence that within a
11 day or two of your learning that Ford Greene had been
12 fired that the summary judgment motion was served?

13 A. I don't know. I mean, is it a
14 coincidence?

15 Q. Yes.

16 A. That motion had been in the works for a
17 long, long time.

18 Q. Can you imagine how long it would take to
19 prepare an opposition?

20 A. He seemed to take as long as he wanted.
21 No, I never thought in those terms, no.

22 Q. Joe Yanny in the first week of July was
23 making proposals to continue various hearings. What was
24 the deadline for filing opposition to the motion that
25 you had filed on July 1?

1 A. He didn't make those requests for demands
2 of me, Mr. Parker.

3 Q. I didn't say to you. I just said he made
4 them.

5 A. Okay.

6 Q. The first week of July a motion having
7 been filed, what was the deadline for responding to your
8 motion, your client's motion on the part of the
9 Aznarans?

10 A. What was the date that it was set for?

11 Q. The 22nd. Here is my calendar.

12 A. Okay. If the hearing were set for July
13 22nd, 1991, then the opposition would normally according
14 to the local rules be due July 8th and the reply July
15 15.

16 Q. As I understand it, the defendants in the
17 Aznaran case were all represented collectively by seven
18 different law firms; is that correct?

19 A. I don't know -- there were quite a number
20 at one time. They were not represented collectively.

21 Q. There were seven law firms listed on the
22 caption of the motion for summary judgment filed on
23 July 1?

24 A. Representing different clients, not
25 collectively representing the defendants.

1 Q. So they were differentiated in their
2 representation?

3 A. Right on the pleading.

4 Q. But there were seven firms representing
5 the defendants collectively anyway?

6 A. Sitting here counting, without it in front
7 of me, I count six.

8 Q. And did each firm have the opportunity to
9 review the motion before it was filed with their name on
10 it?

11 A. Oh, I am sure.

12 Q. How many hours would you estimate were
13 spent in preparing that motion, that first one filed
14 July 1?

15 A. You would have to ask the people who did
16 the drafting.

17 Q. Hundreds?

18 A. I don't know.

19 Q. Would you describe the motion as
20 substantial?

21 A. Yeah, I thought on the merits it was very
22 substantial.

23 Q. And was it a motion that was primarily law
24 intensive rather than fact intensive?

25 A. I really don't know. I don't have that

1 clear a recollection of that particular motion.

2 Q. Let's just take the date June 28th for
3 purposes of these questions because that's the date that
4 Yanny, I believe, filed the substitution replacing the
5 Aznarans in pro per. Can you identify any lawyers
6 excluding Mr. Yanny himself who as of June 28 were
7 ready, willing and able to represent the Aznarans in
8 that case?

9 A. I have no idea.

10 Q. Would it be accurate to say that Mike
11 Flynn would not have been able to represent the Aznarans
12 at that point, June 28, 1991?

13 A. I have no personal knowledge of that, no.

14 Q. You are saying you have no personal
15 knowledge of a settlement agreement which would prohibit
16 him from doing that?

17 A. That's correct.

18 Q. And you have no personal knowledge of a
19 settlement agreement that would have prevented Bruce
20 Bunch or Tom Contos from doing the same as of June 28?

21 A. That's correct.

22 Q. Do you have any knowledge or information
23 that indicates to you that Contos and Bunch would not
24 have been able on June 28 to have represented the
25 Aznarans?

1 MR. COOLEY: I object to the relevance of this
2 line of interrogation.

3 JUDGE JOHNSON: I think you can proceed on this.
4 I am not sure how productive it is, but I will overrule
5 that objection at this time.

6 THE WITNESS: I have seen allegations made by
7 opposing litigants to that effect. And they seem to
8 refer to settlement agreements that were dated, I
9 believe, 1986.

10 I have represented various churches of
11 Scientology since either January or February of 1988. I
12 have never seen any such agreement; I have never read
13 any such agreement. I have never heard it characterized
14 except by opposing counsel in the matter in which you
15 just characterized it. So I have no knowledge.

16 BY MR. PARKER:

17 Q. You have never asked for the opportunity
18 to review the agreements?

19 A. They have never been relevant to any case
20 I have been involved with as many times as people have
21 tried to make them so.

22 JUDGE JOHNSON: So the answer is no, you have
23 never --

24 THE WITNESS: No, the answer is no.

25 BY MR. PARKER:

1 Q. Do you have any knowledge or information
2 other than what Yanny testified to in deposition as to
3 whether or not Karen McRae was ready, willing and able
4 to represent her sister in the Aznaran case as of June
5 28, 1991?

6 A. As of June 28 goes, no.

7 Q. Do you have any knowledge or information
8 as to Karen McRae being willing, able and ready to
9 represent her sister in the Aznaran case at any point
10 during the month of July 1991?

11 A. No.

12 Q. Same question as to C. Tony Wright?

13 A. Same answer as to C. Tony Wright. The
14 only difference is that somebody told me, I think it
15 was -- you excluded the deposition. Okay. I think Joe
16 mentioned that Karen had had a baby at some point.

17 Q. Right. But I am not interested in
18 regurgitating his testimony.

19 A. That's the only place I heard it.

20 Q. Do you know whether it's true?

21 A. No.

22 Q. You had never heard that before?

23 A. If I did, I had forgotten about it. And I
24 don't even know when. I saw her pregnant -- the last
25 time I saw her she was pregnant, but I don't have a clue

1 when that was.

2 Q. Sometime before 1991?

3 A. I don't know. The last time I took her
4 deposition, yes, it would have been before -- it would
5 have been, I think, the fall or early winter of 1990.

6 Q. Don't answer too quickly. What were the
7 considerations that went into the determination to
8 oppose Yanny's entry by motion to disqualify rather than
9 filing an action and seeking injunctive relief?

10 MR. COOLEY: I don't understand. We ultimately
11 did both.

12 MR. PARKER: Well, but the decision was made --
13 well, okay, that's a good point. I will withdraw the
14 question.

15 Q. Was it part of the plan from the moment
16 the motion to disqualify was filed that in addition a
17 lawsuit seeking injunctive relief would be filed against
18 Yanny?

19 MR. COOLEY: I object and instruct the witness not
20 to answer on the grounds of the attorney-client
21 privilege. Attorney work product.

22 BY MR. PARKER:

23 Q. Why did you wait until mid-July to file a
24 lawsuit against Yanny seeking injunctive relief?

25 MR. COOLEY: I object, instruct the witness not to

1 answer.

2 BY MR. PARKER:

3 Q. Who made the decision to file the
4 complaint in Yanny II?

5 A. Who made the decision?

6 Q. Yes.

7 MR. COOLEY: Well, the pleading is filed on behalf
8 of three plaintiffs, isn't it? And a number of lawyers
9 have signed onto the complaint so --

10 MR. PARKER: Nice try, but can I have an answer to
11 my question.

12 MR. COOLEY: Then I object. The decision-making
13 process internally between lawyer and client is
14 protected by the attorney-client privilege.

15 MR. PARKER: Can we have a ruling on that, Your
16 Honor?

17 JUDGE JOHNSON: Well, in a sense the lawyers that
18 sign something have made a decision to file it.

19 MR. COOLEY: That's for sure.

20 JUDGE JOHNSON: So certainly whoever signed the
21 pleading has made the decision to file it.

22 MR. COOLEY: I will stipulate to that, Your
23 Honor.

24 JUDGE JOHNSON: I would think that going behind
25 that probably gets us involved in attorney work product

1 and attorney-client.

2 BY MR. PARKER:

3 Q. When was --

4 JUDGE JOHNSON: Is there any -- is there any doubt
5 about who signed it or --

6 MR. PARKER: No, I just wanted to know who made
7 the decision. Who gave the order as they say.

8 JUDGE JOHNSON: Okay. Well, you have got the
9 lieutenant. You have got the platoon leader out there.

10 MR. PARKER: I think we got the front man but I
11 will abide by the court's ruling.

12 JUDGE JOHNSON: All right.

13 BY MR. PARKER:

14 Q. When was the decision made to file an
15 action for injunctive relief against Yanny?

16 A. I don't recall a particular date.

17 Q. Who was the primary draftsman of the
18 Complaint?

19 A. It was probably either Bartilson or Kobrin
20 would have been the principal draftsperson.

21 Q. Would you give the same answer as to the
22 question of who had the primary responsibility for
23 drafting the preliminary injunction papers?

24 A. Yes, I think so. But I am not certain
25 which of them or whether both were involved, I am not

1 sure.

2 Q. Do you have any knowledge or information
3 as to Joe Yanny giving to the Aznarans or either of them
4 confidential information he had obtained in the course
5 of his representation of church entities?

6 MR. COOLEY: Going back to what period of time?

7 THE WITNESS: Yes. Exactly.

8 MR. COOLEY: Are you going to relitigate Yanny I?
9 There was a lot of evidence in there.

10 MR. PARKER: I will limit the time frame to
11 subsequent to the trial in Yanny I.

12 THE WITNESS: And the question was what?

13 BY MR. PARKER:

14 Q. The question was whether or not you have
15 any knowledge or information of any disclosures by Yanny
16 to the Aznarans or either of them of confidential
17 information he had obtained from his clients, the church
18 entities?

19 MR. COOLEY: I object, Your Honor, to that
20 question as calling for Mr. Drescher to give the
21 work-product evidence that he may have gathered.

22 Furthermore, it is asked in the face of
23 the undisputed fact that Yanny in fact acted as attorney
24 for the Aznarans in a substantially related matter. And
25 this is an issue before Judge Ideman. It is a legal

1 question that's being asked here. If he is acting as
2 their attorney, by definition his former representation
3 of the plaintiffs is seriously compromised and his
4 representation of the Aznarans seriously compromises the
5 plaintiffs in that case for all time. That it seems to
6 me is an inexorable legal conclusion. And to
7 superimpose on top of that a question of the attorney as
8 to what evidence he may have gathered during the course
9 of his preparing his case it seems to me is
10 inappropriate and beyond the permissible scope of this
11 deposition to begin with.

12 MR. PARKER: Your Honor, I don't inquire as an
13 idle act. I believe it was on February 21 that we were
14 in this room and Mr. Drescher was seated where he is
15 today and I was sitting a little closer to Your Honor at
16 the time, and either Mr. Drescher or Ms. Bartilson or
17 both of them made the statement that there was no
18 contention in this case that Mr. Yanny had disclosed
19 client confidences as distinct from taking action
20 adverse to a former client.

21 Later, and I can't remember now, I think
22 it was at Yanny's deposition there was what I thought to
23 be some backtracking on that. And I think we are
24 entitled now to a commitment on the record as to whether
25 or not that's an issue. If it is an issue, then whether

1 or not this witness is percipient to any such instances
2 is obviously highly probative. So tell me it is not an
3 issue and I will withdraw the question, but if it is an
4 issue, I believe I am entitled to an answer.

5 MR. COOLEY: It is a very extraordinary proceeding
6 in which the lawyer for a party is put into deposition
7 and asked what evidence do you have as an attorney.
8 That is just a simply inappropriate thing. I never
9 heard of it being done.

10 MR. PARKER: That was not my question, by the
11 way.

12 JUDGE JOHNSON: Thank you, gentlemen. It's
13 certainly not commonplace to be taking the deposition of
14 lawyers, people who are actually actively representing
15 clients in litigation. And there are good reasons to do
16 it in this particular case.

17 It's my recollection that the tenor of the
18 conversation at our February meeting was, when I say our
19 conversation, the discussion that was had and the
20 efforts that were being made to figure out where we were
21 going and what the issues were and what kind of
22 discovery would be necessary and appropriate, it was my
23 just general recollection that what Mr. Parker says is
24 correct and that the thrust of the plaintiffs' case was
25 as to generalities and the conditions and what

1 Mr. Yanny's prior employment would necessarily imply
2 rather than specific -- the specific supplying of items
3 of information to the Aznarans.

4 I am not conscious of anything that has
5 come up since then that would constitute or give the
6 implication that that situation had changed. And, of
7 course, I am not nearly as attuned to this case as you
8 all are and there may be something that slipped by me or
9 that I am just simply not aware of.

10 THE WITNESS: There isn't.

11 MR. PARKER: Then we just reaffirm it.

12 JUDGE JOHNSON: There isn't?

13 THE WITNESS: There isn't.

14 MR. PARKER: Then reaffirm it on the record,
15 that's all I ask.

16 JUDGE JOHNSON: All right. I don't think --

17 THE WITNESS: I told Mr. Parker once before it was
18 already on the record before Judge Cardenas and this is
19 just a waste of time so he can drag this out and say he
20 is not finished by the end of today.

21 JUDGE JOHNSON: We are going to do our dead level
22 best to finish. Believe me. If there is nothing, and I
23 don't know why there would be anything, I don't see the
24 harm in saying so. If you cannot say that, then I will
25 give further thought --

1 MR. COOLEY: This is Mr. Drescher's case. He can
2 define the issue. I am only here representing the
3 witness. I am not involved in defining any issues in
4 this case.

5 THE WITNESS: So on behalf of my clients now.

6 JUDGE JOHNSON: All right.

7 THE WITNESS: Judge Cardenas made the observation
8 before that this case was different from Yanny I in that
9 in this case there is not at issue the divulgence of
10 confidences or secrets by Mr. Yanny, derogation of
11 fiduciary duties, but rather it was a breach of
12 fiduciary duty case as pled in the complaint. I
13 acknowledged that, and that was correct to Judge
14 Cardenas on the record when he said that.

15 When it first arose here during a meet and
16 confer supervised by you, Your Honor, I reiterated that
17 and I meant it then just as I did in front of Judge
18 Cardenas and as I mean it now, and there has been no
19 backtracking, I have no idea what Mr. Parker is even
20 referring to, but that's not part of this case.

21 JUDGE JOHNSON: The answer is no?

22 THE WITNESS: The answer is no.

23 BY MR. PARKER:

24 Q. I am going to move on. Are you aware of
25 any instance in the past where Joe Yanny represented the

1 church's interest in a controversy or a litigation
2 against the Aznarans or either of them?

3 A. Am I aware of a case in which Joe Yanny
4 represented a case in litigation?

5 JUDGE JOHNSON: No, the church or some church
6 entity.

7 MR. PARKER: It wasn't limited to a case. If you
8 want it read back.

9 THE WITNESS: Why don't you start over. I missed
10 it.

11 BY MR. PARKER:

12 Q. Are you aware of any instance in the past
13 in which Joe Yanny represented church interests in a
14 controversy or a case, a litigation matter, against the
15 Aznarans or either of them?

16 A. No.

17 Q. Other than cases --

18 MR. COOLEY: Could I have the time frame on that
19 last question?

20 JUDGE JOHNSON: It was ever I thought.

21 MR. PARKER: It was ever.

22 THE WITNESS: It was ever as I understood it.

23 MR. COOLEY: All right. Well -- okay. During The
24 time he represented the church. I got that. All
25 right.

1 BY MR. PARKER:

2 Q. Other than the case --

3 MR. COOLEY: Excuse me.

4 (Witness and counsel confer.)

5 THE WITNESS: Let me hear the question back, the
6 question to which I had given an answer before I
7 conferred with counsel.

8 (The record was read as requested.)

9 THE WITNESS: I think this is responsive. I
10 recall hearing testimony in Yanny I that an RTC official
11 had instructed Mr. Yanny as RTC's lawyer not to have
12 contact with the Aznarans because of a controversy that
13 had developed between RTC and the Aznarans. That's my
14 recollection of that. I believe that is responsive.

15 BY MR. PARKER:

16 Q. Do I now have your full and complete
17 response after speaking with counsel to my question?

18 A. Yes.

19 Q. Other than the cases named by you, in the
20 course of your deposition of Joe Yanny in this case just
21 taken recently, are you aware of any other litigation
22 matters involving your client in which Yanny was
23 involved of record or otherwise representing church
24 interests which matters were substantially related to
25 those in the Aznaran case?

1 MR. COOLEY: Well, I am a bit at a handicap
2 because I don't know what cases were listed there.

3 THE WITNESS: And, frankly, I don't remember which
4 ones I named during the deposition, which ones I
5 referred to, which ones I may or may not have --

6 MR. PARKER: Let's do it this way.

7 Q. You showed him the names in the complaint
8 and the verified answer. There were several cases
9 listed. You drew his attention to them. You asked him
10 to read the complaint and the answer, and I am just
11 excluding those and asking if you are aware of any other
12 cases?

13 A. I am not aware of every case in which
14 Mr. Yanny represented any of these plaintiffs.

15 Q. That's not my question.

16 A. That's my answer and therefore because I
17 am not personally aware, I have not had personal
18 knowledge, don't have personal knowledge of that, I
19 can't answer your question because I don't know.

20 Q. Let me ask it this way. Maybe we can save
21 some time. Do you have any personal knowledge of any
22 prior matters in which Yanny represented church
23 interests that are substantially related to the Aznaran
24 case?

25 A. Yes.

1 Q. All right. Based on your personal
2 knowledge, would you identify them?

3 A. It's the RTC versus Scott. And RTC versus
4 Wollersheim cases.

5 Q. Have you finished your answer?

6 A. I have personal knowledge of those. I
7 have personal knowledge of those because I was of
8 counsel brought in after Mr. Yanny and his former
9 clients, the churches, parted ways. So I include that
10 in personal knowledge having taken up that case.

11 As far as the others as personal
12 knowledge, I don't believe I have personal knowledge in
13 terms of that sort of knowledge, no.

14 Q. Do I understand that you filled
15 Mr. Yanny's void after he parted company with the church
16 in connection with those cases?

17 A. No. There was an interceding counsel for
18 a period of a couple of months.

19 Q. Who was that?

20 A. His name was Jeffrey O'Donnell.

21 MR. COOLEY: No, Gordon.

22 THE WITNESS: Jeff Gordon, Pierce O'Donnell's
23 partner. Jeff Gordon, that's right.

24 JUDGE JOHNSON: We are going to stop for a minute
25 and go off the record.

1 VIDEO OPERATOR: We are going off the record now
2 and the time is approximately 4:42.

3 (Recess taken.)

4 VIDEO OPERATOR: We are back on the record now and
5 the time is approximately 4:49.

6 THE WITNESS: With respect to my last answer which
7 was personal knowledge, I believe you asked.

8 BY MR. PARKER:

9 Q. Yes.

10 A. I don't know if you are asking the same
11 question I was answering. As far as being a percipient
12 witness to facts, no. But having come into the Scott
13 and Wollersheim cases as a lawyer shortly after
14 Mr. Yanny's departure, I am certainly more familiar with
15 those facts by the parties in those cases. I also note
16 it's beyond the scope of what this deposition was
17 intended to address pursuant to our supervised meet and
18 confer.

19 Q. I disagree.

20 A. I just noted it.

21 Q. If you do not intend to be a witness with
22 respect to the substantial relationship issue, maybe we
23 can save some questions.

24 A. Mr. Parker, I never intended to be a
25 witness in this case until your lying client raised this

1 fantasy. That's all there is to it. And I have told
2 you that before and I am going to tell you it again.

3 Q. You were a witness the day the complaint
4 was filed.

5 JUDGE JOHNSON: Okay, folks.

6 THE WITNESS: Only since your client began to
7 dream.

8 JUDGE JOHNSON: Let's roll.

9 BY MR. PARKER:

10 Q. Excluding testimony elicited at
11 Mr. Yanny's deposition, are you aware of any conduct on
12 his part since being replaced in the Aznaran case by
13 which he directly or indirectly represented the Aznarans
14 in their case?

15 A. Apart from being beyond the scope, I am
16 not a percipient witness to any of that.

17 Q. Except as you have already testified to,
18 are you a percipient witness with respect to any matters
19 which are contended to be substantially related to the
20 Aznaran case for purposes of the breach of fiduciary
21 claim against Joe Yanny?

22 A. I believe that is the question you asked
23 me before.

24 Q. You have given me everything you have got
25 on that subject?

1 A. I am not a percipient witness to any of
2 the cases that Mr. Yanny represented the church on while
3 he was their counsel.

4 Q. You have not had any private conversations
5 with Armstrong, have you?

6 A. I called Ford Greene's office once to talk
7 to Ford and Armstrong answered the phone. I asked for
8 Ford.

9 Q. Based on any --

10 JUDGE JOHNSON: And he brought him to the phone,
11 is that --

12 THE WITNESS: No, Ford wasn't there according to
13 Mr. Armstrong. I said, "Who is this?" And he said,
14 "Jerry Armstrong."

15 JUDGE JOHNSON: And that was the conversation?

16 THE WITNESS: I said, "This is Bill Drescher.
17 Would you please have Ford give me a call."

18 JUDGE JOHNSON: Okay.

19 BY MR. PARKER:

20 Q. Do you know the identity of any witnesses
21 who claim to have knowledge of Yanny representing
22 Armstrong in matters relating to the church?

23 MR. COOLEY: I object to that and I instruct the
24 witness not to answer.

25 MR. PARKER: Your Honor, identification of

1 percipient witnesses is part of discovery.

2 MR. COOLEY: It's part of discovery addressed to a
3 party not to the party's lawyer.

4 MR. PARKER: We tried that. We didn't get answers
5 to our form interrogatories.

6 THE WITNESS: There is a meet and confer for
7 Monday. Miss Bartilson has been trying to get you to
8 agree to.

9 MR. PARKER: By which time your deposition will be
10 completed and you will reject any effort to reopen it.
11 Which is why they are delaying the further responses.

12 MR. COOLEY: That's nonsense.

13 THE WITNESS: It is not.

14 JUDGE JOHNSON: Okay, folks.

15 MR. PARKER: Your Honor will recall that Mr. Yanny
16 was representing himself in December and Your Honor
17 required him to disclose the contents of what amounted
18 to a witness interview when he was representing his own
19 interests, and you remember that I took great exception
20 to Your Honor's ruling --

21 JUDGE JOHNSON: I would say violent exception.

22 MR. PARKER: Yes. I was quite upset about it and
23 I said that what was good for the goose was good for the
24 gander and the gander is here in this room.

25 MR. COOLEY: There is a vast difference between a

1 party who also happens to be in pro per and a lawyer who
2 is not a party and merely represents a party. There is
3 a big difference.

4 JUDGE JOHNSON: Okay. All right. Thank you,
5 folks. This is my reaction. I think the information is
6 information that should be disclosed. Whether it's
7 disclosed by the party through its attorney or by the
8 attorney for the party I don't see as overly significant
9 at the moment. If the information is not disclosed by
10 the party at this meet and confer, which I think is
11 probably a good idea and which I understand will and
12 should take place, then I might well be amenable to
13 reopening Mr. Drescher's deposition if that appears to
14 be the only way to develop something, but I doubt -- I
15 don't believe it's going to come to that. And I have
16 indicated my thought that you are entitled to this, not
17 necessarily from Mr. Drescher if the party would prefer
18 to come in another fashion.

19 BY MR. PARKER:

20 Q. Has any person ever said to you that they
21 heard Yanny or Armstrong say that Yanny represented
22 Armstrong on church-related matters?

23 MR. COOLEY: Even though I suspect the answer to
24 that, I know the answer to that, it is a question that's
25 just improper. It is so sweeping in scope it could

1 cover every possible person he could have spoken to,
2 client, witness within work product and privilege, and I
3 think it's improper. And it is not what this deposition
4 is supposed to be about.

5 MR. PARKER: This asks him to identify the name of
6 a person who claims to have percipient knowledge of an
7 admission by a party in one instance and Armstrong in
8 the other.

9 MR. COOLEY: That involves the same principle that
10 we just dealt with on the last ruling.

11 JUDGE JOHNSON: Same principle, same ruling, same
12 reservation.

13 MR. PARKER: I am not asking -- I am asking for,
14 not for names that he may have learned about through
15 others. I am asking for his percipient knowledge of a
16 statement made to him by one who claimed to be a
17 witness.

18 JUDGE JOHNSON: But I can't see how this would
19 not -- if it exists could not possibly or necessarily
20 fall within the work product concept.

21 MR. PARKER: Then what happened to Mr. Yanny, a
22 member of the Bar, having the work product privilege
23 when he interviewed a witness?

24 JUDGE JOHNSON: Fine. Okay. That was then and
25 this is now, and I am not saying you are not going to

1 get the information. I am saying first you are going to
2 get the information from another source. If you can't
3 get it there, we will be back to our friend seated here
4 at the table.

5 BY MR. PARKER:

6 Q. Do you have any knowledge --

7 JUDGE JOHNSON: And not that you have to agree
8 with my reasoning, but Mr. Yanny does wear more than one
9 hat.

10 MR. PARKER: And legally it doesn't make any
11 difference I submit.

12 JUDGE JOHNSON: All right. And you have a right
13 to that opinion.

14 MR. PARKER: My opinion is, without arguing
15 further, is just to say that a lawyer who represents
16 himself has the same work product privilege as if he
17 represented a third person.

18 JUDGE JOHNSON: I understand that's your
19 position. Fire away.

20 BY MR. PARKER:

21 Q. Do you have any knowledge or information
22 as to any damages sustained by your clients as a result
23 of the intervention of Joe Yanny in the Aznaran case
24 other than as has been testified to here today?

25 A. You are excluding work product and

1 attorney-client privilege, I assume?

2 Q. No. If you want to refuse to produce or
3 to disclose information in response to my question based
4 on a privilege, you may be entitled to do that, and I
5 will be entitled to exclude such evidence, I believe.

6 MR. COOLEY: Well, you see, you ask him and when
7 you couch it in terms of whatever has been, other than
8 what's been referred to in testimony today, he has only
9 testified to himself on his own things and what he did.

10 MR. PARKER: I understand that.

11 MR. COOLEY: And on his own time sheets. The
12 costs and expenses caused by Yanny go beyond Bill
13 Drescher.

14 MR. PARKER: I understand that. I just wanted to
15 know if he has any knowledge or information. If he
16 doesn't, fine. If he has it and he wants to refuse to
17 give it because of a privilege, then make that known to
18 me and it will have whatever consequences it would
19 have. I just didn't want him to repeat his previous
20 testimony and I am not asking him to.

21 MR. COOLEY: But he may know that these things
22 exist as a matter of category but doesn't know what --
23 he can't deal with the details of it.

24 MR. PARKER: Let's take it one step at a time. If
25 he knows that much, we will go the next step. And if I

1 strike out, then I strike out.

2 JUDGE JOHNSON: Do you have the question in mind?

3 THE WITNESS: No, I don't.

4 BY MR. PARKER:

5 Q. Do you have any knowledge or information
6 as to damages suffered by your clients as a result of
7 Yanny's intervention in the Aznaran case other than
8 testimony you have already given in today's deposition?

9 A. Yes, but it is within the work product and
10 attorney-client privilege. I am not a percipient
11 witness on this.

12 Q. What persons do have percipient knowledge
13 with respect to the damage claims other than your
14 services and your charges about which you have already
15 testified?

16 A. Of which I am aware? Lynn Farny. Warren
17 McShane. And the rest I would have to speculate.

18 Q. Is it just a coincidence, Mr. Drescher,
19 that you have only named two witnesses whose deposition
20 has already been taken in previous counsel's case?

21 A. Yes. It's just a coincidence.

22 Q. And despite having represented the church
23 for more than four years, giving me any other name would
24 just be sheer speculation, is that your testimony?

25 A. No, that's my answer to your question,

1 Mr. Parker, and you are asking me if I know other names
2 of other people who could testify to damages and I
3 suspect others could, but I don't know.

4 Q. Who do you suspect?

5 A. Your Honor, this is getting to be --

6 JUDGE JOHNSON: It is a legitimate area of
7 inquiry. You must know what your theory of damages is
8 and how you expect to prove it.

9 THE WITNESS: Okay.

10 JUDGE JOHNSON: And within reason counsel is
11 entitled to inquire into that area. Are the people you
12 named going to be the only people testifying to
13 damages?

14 THE WITNESS: I don't believe he is entitled to
15 inquire into that area based on this subpoena to a
16 lawyer representing the client guised as though he is to
17 be a percipient witness to take this sort of discovery.
18 That's the difference here and that's the distinction
19 that Mr. Parker keeps trying to run past to stretch this
20 thing out.

21 BY MR. PARKER:

22 Q. In any other case I would really agree
23 with you, but in this case the damages are the legal
24 fees and you are right smack dab in the middle of that
25 situation.

1 MR. COOLEY: That isn't so. For example, he has
2 never seen a bill of mine. And I am one of the
3 principal counsel in the Aznaran case and I dare say he
4 hasn't seen a bill of any of the other lawyers in the
5 Aznaran case. You took him over his own bill and you
6 went into that. The legal costs and expenses created by
7 Yanny you yourself today have gone over time entries on
8 his sheet that show conference calls involving many,
9 many people. That costs money. And it seems to me that
10 that is self-evident. But to ask him to give you that
11 kind of information is to really go beyond anything he
12 would know as a percipient witness and dig into what he
13 knows simply by virtue of his role as an attorney or
14 what he even suspects.

15 JUDGE JOHNSON: So another name you would know
16 then would be Mr. Cooley's name.

17 THE WITNESS: I would know that Mr. Cooley has
18 worked on these matters. I would know that
19 Miss Bartilson has worked on these matters. I would
20 know that Miss Kobrin has worked on these matters. I
21 would know that Mr. Lieberman has. And I would know
22 that the names of the other attorneys that have appeared
23 on my time records would also have worked on it. But,
24 Your Honor, I don't know -- Mr. Cooley is right, I have
25 never seen any time reports.

1 JUDGE JOHNSON: All right. Let's go forward.

2 MR. PARKER: Well, Your Honor, I will rephrase the
3 question and I believe I am entitled to an answer. I
4 would like to know the names of people who know or may
5 know information relating to the damages claimed in this
6 case.

7 JUDGE JOHNSON: Well, who are the -- what's the
8 capacity of these first two names that you supplied,
9 Mr. Drescher, and apparently whose deposition have
10 already been taken?

11 THE WITNESS: One is the secretary of Religious
12 Technology Center, that's Mr. McShane. One is
13 Mr. Farny, who is the corporate secretary of Church of
14 Scientology International. With respect to them I am
15 aware of it because of their testimony.

16 JUDGE JOHNSON: All right.

17 THE WITNESS: I also want to note that there was a
18 deposition taken of Mr. Moxon in this case and this
19 question of damages never came up.

20 MR. PARKER: I can't help incompetent prior
21 counsel. I can only do what I can do. And, Your Honor,
22 I am entitled to witnesses who may have information,
23 whether he knows it for a fact or not.

24 JUDGE JOHNSON: All right, just in your current
25 state of knowledge, give your best information.

1 Whatever it is.

2 THE WITNESS: Okay. It would be the lawyers I
3 have identified -- that are identified on my time
4 sheets. I suspect that, and this deposition has already
5 been ordered, that Mr. Rathbun would have some
6 information on that subject. I really can't speak to
7 CSC on this subject, Your Honor, I am not sure who the
8 person involved in CSC would be.

9 JUDGE JOHNSON: All right. That it?

10 That was a question from me. Is that it?

11 THE WITNESS: Oh, I am sorry. Yes, as I sit here,
12 Your Honor, that's it.

13 MR. PARKER: Can we take three or four minutes and
14 I may be all done?

15 JUDGE JOHNSON: Good. We will take an
16 organizational break.

17 VIDEO OPERATOR: We're going off the record now
18 and the time is approximately 5:05.

19 (Recess taken.)

20 VIDEO OPERATOR: We are back on the record now and
21 the time is approximately 5:13.

22 BY MR. PARKER:

23 Q. I just have one or two questions relating
24 to Armstrong and damages. Basically following the same
25 pattern as before. Do you have any knowledge or

1 information -- let's break it down. Let's say first, do
2 you have any percipient knowledge of any damages
3 sustained by your clients as a result of Yanny's
4 representation of Armstrong which were sustained before
5 this action was brought?

6 MR. COOLEY: As a result of Yanny's what?

7 MR. PARKER: Representation of Armstrong.

8 THE WITNESS: Am I a percipient witness?

9 BY MR. PARKER:

10 Q. Yes.

11 A. No.

12 Q. Are you a percipient witness of any
13 damages that were sustained in the same way after this
14 lawsuit was filed?

15 A. No.

16 Q. Can you identify individuals who you know
17 or believe are percipient with respect to damages
18 sustained by the church as a result of Yanny's
19 representation of Armstrong prior to the filing of this
20 lawsuit?

21 A. Yes. I would give you essentially the
22 same list. I would --

23 (Witness and counsel confer.)

24 MR. COOLEY: See, I would object once again to
25 this witness solely as counsel being asked to give a

1 list of potential witnesses. That isn't his function
2 and it is really improper for him to be asked that
3 question. And I object to it.

4 JUDGE JOHNSON: All right. With that in mind, is
5 there anything that you could add to what you have
6 already said in answer to other questions on this
7 subject?

8 THE WITNESS: I don't know but I think perhaps
9 Michael Hertzberg could be added to that other list.

10 BY MR. PARKER:

11 Q. Do you have any knowledge or information
12 as to damages sustained by your clients as a result of
13 Yanny's representation of Armstrong outside the category
14 of legal fees and costs?

15 A. Do I know? Am I a percipient witness?

16 Q. Do you have any knowledge or information
17 as to kinds of damages outside the scope of legal fees
18 and costs?

19 A. That just goes right into the face of it.

20 Q. Would you rather tell me off the record?

21 MR. COOLEY: No, this is totally -- this is
22 totally lawyer work product.

23 MR. PARKER: What is the difference really between
24 saying it off the record or saying it on Monday when we
25 are trying to get discovery done within a time limit?

1 MR. COOLEY: Because it is a wholly inappropriate
2 procedure to establish that you put the lawyer for the
3 plaintiffs on the witness stand in a deposition and ask
4 him what he has been doing to gather his evidence for
5 the trial. It is just something that isn't done. I
6 never heard of it being done.

7 MR. PARKER: I will take the answer off the
8 record.

9 THE WITNESS: Why don't you take the answer
10 Monday?

11 MR. PARKER: Why the delay when we are looking at
12 an April 27 trial date?

13 JUDGE JOHNSON: Okay. Same ruling on my part.
14 Let's see what happens Monday.

15 MR. PARKER: No further questions.

16 MR. COOLEY: Thank you.

17 THE REPORTER: Stipulation?

18 MR. COOLEY: I think that we ought to -- the
19 witness ought to read and sign his deposition before any
20 notary if that's acceptable.

21 MR. PARKER: Well, the issue really is am I
22 expediting -- let's go off the record for a second.

23 JUDGE JOHNSON: Go off the record. Are we through
24 for the day?

25 MR. PARKER: Let's go off the video record

1 altogether unless there is an objection.

2 VIDEO OPERATOR: This concludes Tape 3 of 3. End
3 of deposition. The time is approximately 5:18 and we
4 are off the record.

5 (Discussion off the record.)

6 MR. PARKER: Back on the record. The transcript
7 will be expedited. The original of the transcript will
8 be sent directly to Mr. Drescher. Is that acceptable?

9 THE WITNESS: Why don't you call me when it's
10 prepared and I will send someone to pick it up. You are
11 at Noon & Pratt?

12 THE REPORTER: Yes.

13 MR. PARKER: From the date you receive the
14 transcript, Mr. Drescher, you would then have
15 three weeks to read, sign, make any changes or
16 corrections. If you need more time, you will call
17 me. In the absence of -- you may sign under penalty
18 of perjury. And in the absence of a signature after
19 that time a copy may be used as if it's a certified,
20 signed original for all purposes. In the event we
21 need the original transcript lodged with the court
22 for any purpose, you will agree to do it upon request.

23 MR. COOLEY: Sounds good to me.

24 MR. PARKER: So stipulated.

25

1 JUDGE JOHNSON: Off the record.

2 I declare under penalty of perjury
3 under the laws of the State of California
4 that the foregoing is true and correct.

5 Executed on _____, 19____,
6 at _____, California.

7

8

9

10

SIGNATURE OF THE WITNESS

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF LOS ANGELES)
3

4 I, PAULETTE M. GRIFFIN, C.S.R. No. 2499, do hereby
5 certify:

6 That the foregoing deposition of WILLIAM T. DRESCHER, ESQ.
7 was taken before me at the time and place therein set
8 forth, at which time the witness was put on oath by me;

9 That the testimony of the witness and all objections
10 made at the time of the examination were recorded
11 stenographically by me, were thereafter transcribed
12 under my direction and supervision and that the
13 foregoing is a true record of same.

14 I further certify that I am neither counsel for nor
15 related to any party to said action, nor in anywise
16 interested in the outcome thereof.

17 IN WITNESS WHEREOF, I have subscribed my name
18 this 25th day of March, 1992.

19

20

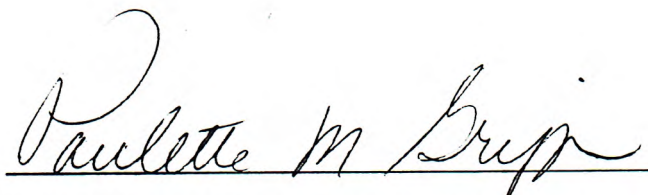
21

22

23

24

25

A handwritten signature in cursive script, reading "Paulette M. Griffin", is written over a horizontal line.

PAULETTE M. GRIFFIN, C.S.R. No. 2499

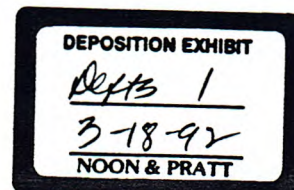
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) (213) 250-1800 TELEPHONE NO LEWIS, D'AMATO, BRISBOIS & BISGAARD DAVID B. PARKER, ESQ. 221 North Figueroa Street, Suite 1200 Los Angeles, California 90012		CASE NUMBER BC 033 035
ATTORNEY FOR (Name): Defendants		DEPOSITION SUBPENA For Personal Appearance <input checked="" type="checkbox"/> and Production of Documents and Things
NAME OF COURT: LOS ANGELES SUPERIOR COURT POST OFFICE and STREET ADDRESS: 111 N. Hill St., Los Angeles, CA 90012		
PLAINTIFF/PETITIONER: RELIGIOUS TECHNOLOGY CENTER, etc., et al. DEFENDANT/RESPONDENT: JOSEPH A. YANNY, etc., et al..		

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone No. of deponent, if known):
CUSTODIAN OF RECORDS, MR. WILLIAM T. DRESCHER
23679 CALABASAS ROAD, SUITE 338
CALABASAS, CALIFORNIA 91302 (818) 591-0039

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date: February 10, 1992 Time: 11:30 a.m. Address: 221 N. Figueroa St., Ste. 1200
Los Angeles, CA 90012

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6).)
- b. ☒ You are ordered to produce the documents and things described in item 3.
- c. ☐ This deposition will be recorded by ☐ audiotape ☐ videotape and stenographically.
- d. ☐ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2. ☒ The personal attendance of the custodian of records or other qualified witness ☐ and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561 and 1562 will not be deemed sufficient compliance with this subpoena.
3. ☒ The documents and things to be produced and any testing or sampling being sought are described as follows:
SEE ATTACHMENT 3



☒ Continued on attachment 3.

4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may the ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with the service of this subpoena or at the time of the deposition.

5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: _____ Clerk, by _____, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

For Court Use Only



Dated: January 22, 1992

FRANK S. ZOLIN
(Type or print name)

(See reverse for proof of service)

(SIGNATURE OF PERSON ISSUING SUBPENA)

County Clerk/Executive Officer of the Superior Court
(TITLE)

PLAINTIFF/PETITIONER: RELIGIOUS TECHNOLOGY CENTER, etc.

CASE NUMBER:

BC 033 035

DEFENDANT/RESPONDENT: JOSEPH A. YANNY, etc., et al.

PROOF OF SERVICE OF DEPOSITION SUBPENA -- PERSONAL APPEARANCE

1. I served this Deposition Subpena -- Personal Appearance by personally delivering a copy to the person served as follows:

a. Person served (name):

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: \$ _____

(2) ☐ were not paid.

f. Fee for service \$ _____

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server.

b. ☐ California sheriff, marshal, or constable.

c. ☐ Registered California process server.

d. ☐ Employee or independent contractor of a registered California process server.

e. ☐ Exempt from registration under Bus. & Prof. Code section 22350(b).

f. ☐ Registered professional copier.

g. ☐ Exempt from registration under Bus. & Prof. Code section 22451.

h. Name, address, and telephone number and, if applicable, county of registration and number.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

(For California sheriff, marshal, or constable use only)

I certify that the foregoing is true and correct.

Date: _____

(SIGNATURE)

(SIGNATURE)

ATTACHMENT 3

Definitions

1. This request is intended to cover all documents in the possession of the deponent, his agents or employees, or otherwise subject to his custody or control, whether the documents are located in his office, home, or any other place.

2. The term "Document" shall have the same meaning as "writing" pursuant to California Evidence Code Section 250 and shall include, but is not limited to, the original and all non-identical copies and drafts, regardless of origin or location, of any pamphlet, periodical, letter, memorandum, schedule, contract, agreement, check, canceled check, billing statement, time sheet, calendar, time record, client ledger, calendar entry, computer disk, disbursement, receipt, invoice, statement, bill, bill of lading, bank draft, letter of credit, telegram, study, report, record, handwritten note, working paper, chart, drawing, sketch, blueprint paper, calendar or diary, minutes, photographs, record of meeting, conference or telephone conversations or data processing card or other written, recorded, transcribed, punched, taped, filmed, magnetically, digitally or electronically preserved, or graphic matter however produced or reproduced.

3. The term "Substantiate or Quantify," as used herein, shall mean, proving, pertaining to, evidencing, supporting, reflecting or resulting from the matter specified, including without limitation, in each instance, Documents now or previously attached or appended

to or used in the preparation of any Document called for in this subpoena.

4. The term "You" or "Your" as used herein, shall mean and include you personally and in your representative capacity, and you and your principal's, agents, supervisors, associates, members, and persons whom you have supervised, assisted or directed.

5. The term "Relevant Services," as used herein, shall mean and include any and all legal services rendered by You to Plaintiffs in connection with this litigation or the controversies which preceded it, to the extent Plaintiffs claim or will claim as damages the fees and costs paid to You.

6. The term "Yanny," as used herein, shall mean and include Joseph A. Yanny, an individual, and Joseph A. Yanny, a professional law corporation.

7. The term "Response to Interrogatory" refers to each plaintiffs' responses to defendant Joseph A. Yanny's first set of special interrogatories propounded on August 16, 1991 and responded to by each plaintiff on September 16, 1991.

8. The term "Complaint" refers to the operative pleading in this action, Case No. BC033035.

9. The term "Plaintiffs" refers to plaintiffs in this action, namely, Religious Technology Center ("RTC"), Church of Scientology International ("CSI"), and Church of Scientology of California ("CSC"), both individually and collectively.

Requested Documents

1. Any and all Documents identifying each and every individual who performed any Relevant Services in this litigation for Plaintiffs.

2. Any and all Documents, including but not limited to, handwritten or typed timesheets, bills, billing records, computer printouts, drafts, checks, canceled checks, invoices, statements, client ledgers, calendar entries, letters, memoranda, notes, disbursements, receipts, and any other material in any way relating to or reflecting the amount of time expended by each and every individual who performed Relevant Services in this litigation.

3. Any and all Documents, including but not limited to, handwritten or typed timesheets, bills, billing records, computer printouts, drafts, checks, canceled checks, invoices, statements, client ledgers, calendar entries, letters, memoranda, notes, disbursements, receipts, and any other material in any way relating to or reflecting the hourly billing rate for any and all Relevant Services rendered by You.

4. Any and all Documents, including but not limited to, handwritten or typed timesheets, bills, billing records, computer printouts, drafts, checks, canceled checks, invoices, statements, client ledgers, calendar entries, letters, memoranda, notes, disbursements, receipts, and any other material in any way relating to or reflecting the billing of any and all fees, costs, or charges to Plaintiffs for any and all Relevant Services rendered by You.

5. Any and all Documents, including but not limited to,

handwritten or typed timesheets, bills, billing records, computer printouts, drafts, checks, canceled checks, invoices, statements, client ledgers, calendar entries, letters, memoranda, notes, disbursements, receipts, and any other material in any way relating to or reflecting the collection of any and all fees or charges from Plaintiffs for Relevant Services rendered by You.

6. Any and all Documents that in any way relate to or support the allegations and contentions that "Yanny's violations of his duties to plaintiffs stem from his having entered an appearance as counsel of record for the Aznarans in the case of Aznaran, et al. v. Church of Scientology of California, et al., United States District Court for the Central District of California, Case Number 88-1786 JMI(Ex)," as set forth by each Plaintiff in their respective Response to Interrogatory No. 1.

7. Any and all Documents that Substantiate or Quantify Relevant Services rendered by you to Plaintiffs as a proximate result of "Yanny's [alleged] violations of his duties to plaintiffs [which] stem from his having entered an appearance as counsel of record for the Aznarans in the case of Aznaran, et al. v. Church of Scientology of California, et al., United States District Court for the Central District of California, Case Number 88-1786 JMI(Ex)," as set forth by each plaintiff in their respective Response to Interrogatory No. 1.

8. Any and all Documents that in any way relate to or support the allegations and contentions that Yanny was "acting as counsel for Gerald Armstrong in matters substantially related to his

representation of plaintiffs," as set forth by each plaintiff in their respective Response to Interrogatory No. 2.

9. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of Yanny's "acting as counsel for Gerald Armstrong in matters substantially related to his representation of plaintiffs," as set forth by each plaintiff in their respective Response to Interrogatory No. 2.

10. Any and all Documents that in any way relate to or support the allegations and contentions that Yanny disclosed "the confidences of plaintiff[s]," as set forth by each plaintiff in their respective Response to Interrogatory No. 2.

11. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the alleged disclosure by Yanny of "the confidences of plaintiff[s]," as set forth by each plaintiff in their respective Response to Interrogatory No. 2.

12. Any and all Documents that in any way relate to or support the allegations and contentions that Plaintiffs have "been forced to expend legal fees defending against the interjection of defendants into the Aznaran case," as set forth by each Plaintiff in their respective Response to Interrogatory No. 10.

13. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of Plaintiffs having "been forced to expend legal fees defending against the interjection of defendants into the Aznaran

case," as set forth by each Plaintiff in their respective Response to Interrogatory No. 10.

14. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 15 of the Complaint, that "[s]ince on or about June 28, 1991, Yanny has appeared as counsel of record for Vicki and Richard Aznaran in an action being prosecuted by the Aznarans against RTC, CSI and others, entitled, Vicki Aznaran et al vs. Church of Scientology of California, and assigned case number C 88-1786 JMI (Ex) by the United States District Court for the Central District of California ('the Aznaran case.')

15. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 15 of the Complaint, that "[s]ince on or about June 28, 1991, Yanny has appeared as counsel of record for Vicki and Richard Aznaran in an action being prosecuted by the Aznarans against RTC, CSI and others, entitled, Vicki Aznaran et al vs. Church of Scientology of California, and assigned case number C 88-1786 JMI (Ex) by the United States District Court for the Central District of California ('the Aznaran case.')

16. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 15 of the Complaint, that "[a] motion to disqualify Yanny from representing the Aznarans in the Aznaran case," was pending at the time of filing of the Complaint.

17. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 15 of the Complaint, that "[a] motion to disqualify Yanny from representing the Aznarans in the Aznaran case," which motion was pending at the time of filing of plaintiffs' Complaint.

18. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 16 of the Complaint, that "[o]n July 15, 1991, Yanny and Armstrong informed a partner of the law firm representing CSC in this action that Yanny was now Armstrong's lawyer."

19. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 16 of the Complaint, that "[o]n July 15, 1991, Yanny and Armstrong informed a partner of the law firm representing CSC in this action that Yanny was now Armstrong's lawyer."

20. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 20 of the Complaint, that Yanny telephoned John J. Quinn, counsel for CSI and allegedly "stated that he intended to substitute into the Aznaran case as counsel for the Aznarans, and requested that Mr. Quinn agree to an extension of '45 to 60 days' to oppose a pending summary judgment motion."

21. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate

result of the activities and events alleged in paragraph 20 of the Complaint, that Yanny telephoned John J. Quinn, counsel for CSI and allegedly "stated that he intended to substitute into the Aznaran case as counsel for the Aznarans, and requested that Mr. Quinn agree to an extension of '45 to 60 days' to oppose a pending summary judgment motion."

22. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 20 of the Complaint, that "Mr. Quinn informed Yanny that he considered Yanny's proposed representation of the Aznarans to be outrageous and improper, and informed Yanny that he would consult with his client and with co-counsel before agreeing to anything."

23. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 20 of the Complaint, that "Mr. Quinn informed Yanny that he considered Yanny's proposed representation of the Aznarans to be outrageous and improper, and informed Yanny that he would consult with his client and with co-counsel before agreeing to anything."

24. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 21 of the Complaint, that on July 1, 1991, "Mr. Quinn informed Yanny that he still considered Yanny's proposed representation unethical, and that neither he nor any or [sic] plaintiffs would agree to any such extension."

25. Any and all Documents that Substantiate or Quantify

Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 21 of the Complaint, that on July 1, 1991, "Mr. Quinn informed Yanny that he still considered Yanny's proposed representation unethical, and that neither he nor any or [sic] plaintiffs would agree to any such extension."

26. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 21 of the Complaint, that on July 1, 1991, "Yanny informed Mr. Quinn that he had already requested and obtained the Aznaran Court's permission to represent the Aznarans on an ex parte basis, without notice to any of the opposing parties."

27. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 21 of the Complaint, that on July 1, 1991, "Yanny informed Mr. Quinn that he had already requested and obtained the Aznaran Court's permission to represent the Aznarans on an ex parte basis, without notice to any of the opposing parties."

28. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 21 of the Complaint, that on July 2, 1991, "Mr. Quinn checked with the clerk of the Aznaran Court and found that the Court apparently signed Yanny's substitution on or about June 28, 1991."

29. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate

result of the activities and events alleged in paragraph 21 of the Complaint, that on July 2, 1991, "Mr. Quinn checked with the clerk of the Aznaran Court and found that the Court apparently signed Yanny's substitution on or about June 28, 1991."

30. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 22 of the Complaint, that Counsel RTC and CSI "filed, a motion to disqualify Joseph Yanny from representing the Aznarans in the Aznaran case."

31. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 22 of the Complaint, that Counsel for RTC and CSI "filed, a motion to disqualify Joseph Yanny from representing the Aznarans in the Aznaran case."

32. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 22 of the Complaint regarding the "motion to disqualify Yanny from representing the Aznarans in the Aznaran case."

33. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 22 of the Complaint regarding the "motion to disqualify Yanny from representing the Aznarans in the Aznaran case."

34. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 23

of the Complaint, that Yanny "made overtures to counsel for RTC, CSI, Church of Spiritual Technology ('CST') and Author Services, Inc. ('ASI') indicating a desire to discuss settlement on behalf of the Aznarans."

35. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 23 of the Complaint, that Yanny "made overtures to counsel for RTC, CSI, Church of Spiritual Technology ('CST') and Author Services, Inc. ('ASI') indicating a desire to discuss settlement on behalf of the Aznarans."

36. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 23 of the Complaint, that Yanny "otherwise conducted himself as the Aznarans' counsel both of record and in fact."

37. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 23 of the Complaint, that Yanny "otherwise conducted himself as the Aznarans' counsel both of record and in fact."

38. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 25(a) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[c]ounseled, advised, and otherwise provided legal services to the Aznarans."

39. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 25(a) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[c]ounseled, advised, and otherwise provided legal services to the Aznarans."

40. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 25(b) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[u]ndertook direct representation of the Aznarans against RTC, CSI, and other Scientology-affiliated organizations as counsel of record in the Aznaran case in direct violation of the fiduciary duty of loyalty that is sacrosanct with respect to a lawyer's former clients."

41. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 25(b) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[u]ndertook direct representation of the Aznarans against RTC, CSI, and other Scientology-affiliated organizations as counsel of record in the Aznaran case in direct violation of the fiduciary duty of loyalty that is sacrosanct with respect to a lawyer's former clients."

42. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph

25(c) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[t]raded upon the attorney-client communications he received while serving as plaintiff's [sic] lawyer by counseling and advising the Aznarans and by serving as their attorney of record and in fact, in direct violation of the perpetual fiduciary duties of loyalty and confidentiality to his former clients."

43. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 25(c) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[t]raded upon the attorney-client communications he received while serving as plaintiff's [sic] lawyer by counseling and advising the Aznarans and by serving as their attorney of record and in fact, in direct violation of the perpetual fiduciary duties of loyalty and confidentiality to his former clients."

44. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraphs 26 and 34 of the Complaint, that "[a]s a direct and proximate result of Yanny's persistent and continuing breaches of his fiduciary duties, RTC, CSI, and CSC have been, are and will continue to be irreparably harmed."

45. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraphs 26 and 34

of the Complaint, that "[a]s a direct and proximate result of Yanny's persistent and continuing breaches of his fiduciary duties, RTC, CSI, and CSC have been, are and will continue to be irreparably harmed."

46. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraphs 26 and 34 of the Complaint, that "further irreparable injury will be caused to RTC, CSI, and CSC."

47. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 26 and 34 of the Complaint, that "further irreparable injury will be caused to RTC, CSI, and CSC."

48. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraphs 27 and 35 of the Complaint, that "RTC, CSI, and CSC have already incurred, and continue to incur, damages" and that "in no event" are plaintiffs' damages "less than \$1,000,000.00."

49. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraphs 27 and 35 of the Complaint, that "RTC, CSI, and CSC have already incurred, and continue to incur, damages," and that "in no event" are Plaintiffs' damages "less than \$1,000,000.00."

50. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraphs 28

and 36 of the Complaint, that "Yanny's conduct is both oppressive and malicious and has been undertaken for the express purpose of injuring, his former clients."

51. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraphs 28 and 36 of the Complaint, that "Yanny's conduct is both oppressive and malicious and has been undertaken for the express purpose of injuring, his former clients."

52. Any and all Documents that in any way relate to the allegations and contentions set forth in paragraph 30 of the Complaint, that "Yanny and Gerald Armstrong admitted to a partner in the law firm representing CSC, Kendrick Moxon, that Yanny had now undertaken legal representation of Armstrong."

53. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 30 of the Complaint, that "Yanny and Gerald Armstrong admitted to a partner in the law firm representing CSC, Kendrick Moxon, that Yanny had now undertaken legal representation of Armstrong."

54. Any and all Documents that in any way relate to the allegations and contentions set forth in paragraph 30 of the Complaint, that "Yanny knows that Armstrong is presently engaged in litigation adverse to plaintiffs, including the appeal of the very case in which Yanny's advice and counsel was sought and obtained by CSC and by RTC, as alleged in paragraph 16 of [the] complaint."

55. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 30 of the Complaint, that "Yanny knows that Armstrong is presently engaged in litigation adverse to plaintiffs, including the appeal of the very case in which Yanny's advice and counsel was sought and obtained by CSC and by RTC, as alleged in paragraph 16 of [the] complaint."

56. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 33(a) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[c]ounseled, advised, and otherwise provided legal services to Armstrong."

57. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 33(a) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[c]ounseled, advised, and otherwise provided legal services to Armstrong."

58. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 33(b) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[u]ndertook direct representation of Armstrong against RTC, CSI, and other Scientology-affiliated organizations in direct violation of the fiduciary duty of loyalty that is sacrosanct with respect to

a lawyer's former clients."

59. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs as a proximate result of the activities and events alleged in paragraph 33(b) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[u]ndertook direct representation of Armstrong against RTC, CSI, and other Scientology-affiliated organizations as counsel of record in the Aznaran case in direct violation of the fiduciary duty of loyalty that is sacrosanct with respect to a lawyer's former clients."

60. Any and all Documents that in any way relate to or support the allegations and contentions set forth in paragraph 33(c) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[t]raded upon the attorney-client communications he received while serving as plaintiff's [sic] lawyer by counseling and advising Armstrong in direct violation of his perpetual fiduciary duties of loyalty and confidentiality to his former clients."

61. Any and all Documents that Substantiate or Quantify Relevant Services rendered by You to Plaintiffs herein as a proximate result of the activities and events alleged in paragraph 33(c) of the Complaint, that "Yanny has breached and continues to breach his fiduciary duty to RTC, CSI, and CSC" in that he "[t]raded upon the attorney-client communications he received while serving as plaintiff's [sic] lawyer by counseling and advising Armstrong in direct violation of his perpetual fiduciary duties of

loyalty and confidentiality to his former clients."

62. Any and all Documents, including, but not limited to, handwritten or typed timesheets, bills, billing records, computer printouts, drafts, checks, canceled checks, invoices, statements, client ledgers, calendar entries, letters, memoranda, notes, drafts, disbursements, receipts, and any other material in any way relating to a meeting on June 5, 1991, between John Quinn, William T. Drescher, and Barry Van Sickle.

63. Any and all Documents, including, but not limited to, handwritten or typed timesheets, bills, billing records, computer printouts, drafts, checks, canceled checks, invoices, statements, client ledgers, calendar entries, letters, memoranda, notes, drafts, disbursements, receipts, and any other material in any way relating to a meeting on June 20, 1991, between John Quinn, William T. Drescher, and Barry Van Sickle.

64. Any and all settlement agreements entered into between Plaintiffs and any other party whatsoever since January 1, 1980, the terms of which settlement agreements include agreements not to provide testimony to other parties in litigation against Plaintiffs.

65. Any and all settlement agreements between Plaintiffs and any other party whatsoever since January 1, 1980, the terms of which agreements prohibited the settling party from providing testimony concerning Plaintiffs in any legal proceeding without the service of process requiring such testimony.

66. Any and all settlement agreements entered into by

Plaintiffs since January 1, 1980 limiting the ability of any practicing member of any State or Federal Bar to represent parties adverse to Plaintiffs.

67. Any and all settlement agreements entered into between Plaintiffs and any other party whatsoever, such settlement agreements entered into since January 1, 1980, in which the ability of any settling party to communicate any provision of the terms of the settlement, with the exception of the amount paid in settlement, is restricted.

68. Any and all settlement agreements entered into by Plaintiffs during any time since January 1, 1980 that included Michael J. Flynn as a signatory to the settlement agreement, either as a party or as an attorney. This category of request is intended to include any and all settlement communications between Plaintiffs or their counsel and Michael J. Flynn, including any drafts of settlement agreements or correspondence concerning the terms of any settlement agreement entered into.

69. Any and all reports, photographs, videotapes, or any other Documents obtained by Plaintiffs or their counsel or investigators in the course of any investigations conducted during any time from December 1, 1987 through May 31, 1991, concerning Yanny, Gerald Armstrong, Vicki Aznaran, Richard Aznaran, and any and all witnesses or potential witnesses to the activities and events alleged in Plaintiffs' Complaint, including but not limited to, Barry Van Sickle, Ford Greene, and Lorien Phippeny.

70. Any and all reports, photographs, videotapes, or any

other Documents obtained by Plaintiffs or their counsel or investigators in the course of any investigations conducted during any time since June 1, 1991, concerning Yanny, Gerald Armstrong, Vicki Aznaran, Richard Aznaran, and any and all witnesses or potential witnesses to the activities and events alleged in Plaintiffs' Complaint, including but not limited to, Barry Van Sickle, Ford Greene, and Lorien Phippeny.

71. Any and all written communications between Plaintiffs and John Quinn concerning the allegations and contentions set forth in paragraph 21 of the Complaint, that Mr. Quinn "considered Yanny's proposed representation [of the Aznarans] unethical, and that neither he nor any of [the] plaintiffs would agree to any . . . extension to permit Yanny to come into the case."

72. Any and all written communications between Plaintiffs and John Quinn concerning the allegations and contentions set forth in paragraph 21 of the Complaint, that "Yanny informed Mr. Quinn that he had already requested and obtained the Aznaran Court's permission to represent the Aznarans on an ex parte basis, without notice to any of the opposing parties."

73. Any and all written communications between Plaintiffs and John Quinn concerning the allegations and contentions set forth in paragraph 22 of the Complaint, that on July 3, 1991, counsel for RTC and CSI prepared and filed "a motion to disqualify Joseph Yanny from representing the Aznarans in the Aznaran case."

74. Any and all communications of any kind between Plaintiffs and Kendrick Moxon concerning the events and occurrences referenced

in Paragraph 30 of Plaintiffs' Complaint that "Yanny and Gerald Armstrong admitted to . . . Kendrick Moxon . . . that Yanny had now undertaken legal representation of Armstrong."

1 WILLIAM T. DRESCHER
2 23679 Calabasas Road, Suite 338
3 Calabasas, California 91302
4 (818) 591-0039

5 Attorneys for Nonparty Deponent
6 WILLIAM T. DRESCHER

7 SUPERIOR COURT IN THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES

9 RELIGIOUS TECHNOLOGY CENTER) Case No. BC 033035
10 A California Non-Profit Religious)
11 Corporation; CHURCH OF SCIENTOLOGY) NOTICE OF OBJECTION TO
12 INTERNATIONAL, a California) DEFENDANTS' NOTICE OF
13 Non-Profit Religious Corporation;) DEPOSITION AND DEPOSITION
14 CHURCH OF SCIENTOLOGY OF) SUBPOENA TO THE CUSTODIAN
15 CALIFORNIA, a California Non-Profit) OF RECORDS OF WILLIAM T.
16 Religious Corporation,) DRESCHER AND WILLIAM T.
17) DRESCHER
18 Plaintiffs,)
19 vs.)
20 JOSEPH A. YANNY, an individual, and)
21 JOSEPH A. YANNY, a Professional Law)
22 Corporation,)
23 Defendants.)
24)
25)
26)
27)
28)

29 TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

30 William T. Drescher, personally and as custodian of records,
31 objects to the deposition subpoenas issued by defendants for the
32 production of documents on the following grounds:

33 (1) The document request violates C.C.P. § 2017. The
34 definition of "document" is overbroad so as to include documents
35 that are privileged and not relevant to the subject matter of
36 this action or reasonably calculated to lead to the discovery of
37 admissible evidence.
38

DEPOSITION EXHIBIT
DRESCHER 3
3-18-92
NOON & PRATT

1 (2) The document request violates C.C.P. § 2018. The
2 documents sought reflect the attorneys' impressions, conclusions,
3 opinions, or legal research or theories and are not discoverable
4 under any circumstance.

5 (3) The document request violates C.C.P. § 2019. The
6 document request is overbroad, burdensome and oppressive. For
7 example, "any and all settlement agreements entered into between
8 plaintiffs and any other party whatsoever since January 1, 1980,"
9 of which settlement agreements containing specific terms are
10 sought. Deponent's settlement agreements with other parties is
11 not relevant to any issue in this matter and is entirely
12 overbroad, burdensome and oppressive.

13 (4) The document request violates C.C.P. § 2019. The
14 documents sought are obtainable from some other source that is
15 more convenient, less burdensome, and less expensive.

16 (5) The document request violates the deponent's and
17 others' privacy rights. Defendants' definition of documents
18 which includes "diary," "photographs," "computer disk" and
19 "telephone conversations," illustrates the privacy intrusion of
20 defendants' request. Privacy is "an inalienable right" under the
21 California Constitution, Article 1, Section 1. See Britt v.
22 Superior Court (1978) 20 Cal.3d 844. Disclosure may only be
23 ordered by the court, and only if there is a "compelling state
24 interest." United Farm Workers v. Superior Court (1985) 170
25 Cal.App.3d 391. This applies as well to non-parties. Valley
26 Bank v. Superior Court (1975) 15 Cal.3d 652.

27 (6) The document request violates Evidence Code § 952. The
28 documents sought are confidential communications between the

1 client and the lawyer made in the course of the relationship and
2 disclosed in confidence for the accomplishment of the purpose for
3 which the lawyer was consulted.

4 As to the individual categories of documents to be produced,
5 William T. Drescher objects specifically, without limitation to
6 the general objections noted above, as follows:

7 1. Objection. The request violates the work-product
8 privileges set forth in C.C.P. § 20818. Further, the request is
9 overbroad, burdensome and oppressive. Further, the request is
10 vague and ambiguous as to the use of "identifying each and every
11 individual".

12 2. Objection. The request violates the work product
13 privilege set forth in C.C.P. § 2018. Further, the request is
14 overbroad, burdensome and oppressive. Further, the request is
15 vague and ambiguous as to the use of "each and every individual."

16 3. Objection. The request is overbroad, burdensome and
17 oppressive. Without waiving the objection, the deponent will
18 produce, however, redacted timesheets and billing records
19 relating to or reflecting the amount of time expended by William
20 T. Drescher in performing Relevant Services.

21 4. Objection. The request is overbroad, burdensome and
22 oppressive. Without waiving the objection, the deponent will
23 produce, however, redacted timesheets and billing records
24 relating to or reflecting the amount of time expended by William
25 T. Drescher in performing Relevant Services.

26 5. Objection. The request seeks documents in violation of
27 the privacy rights of the deponent. Further, the request
28 violates the work-product privileges set forth in C.C.P. § 2018,

1 and the attorney-client privilege under Evidence Code § 952.

2 6. Objection. The request violates the work-product
3 privilege set forth in C.C.P. § 2018, and the attorney-client
4 privilege under Evidence Code § 952. Further, the request
5 violates C.C.P. § 2019 because the requested documents are
6 obtainable from some other source that is more convenient, less
7 burdensome, and less expensive. The only documents possessed by
8 deponent which are responsive to this request are copies of
9 documents publicly filed in the Aznaran and Yanny cases or of
10 attorney correspondence, which are equally available to Yanny.

11 7. Objection. The request is overbroad, burdensome and
12 oppressive. Further, the request is vague and ambiguous.
13 Without waiving the objection, the deponent will produce,
14 however, redacted timesheets and billing records relating to or
15 reflecting the amount of time expended in performing Relevant
16 Services.

17 8. Objection. The request violates the work-product
18 privilege set forth in C.C.P. § 2018, and the attorney-client
19 privilege under Evidence Code § 952. Further, the request
20 violates C.C.P. § 2019 because the requested documents are
21 obtainable from some other source that is more convenient, less
22 burdensome, and less expensive. The only documents possessed by
23 deponent which are responsive to this request are copies of
24 documents publicly filed in the Aznaran and Yanny cases or of
25 attorney correspondence, which are equally available to Yanny.

26 9. Objection. The request is overbroad, burdensome and
27 oppressive. Further, the request is vague and ambiguous.
28 Without waiving the objection, the deponent will produce,

1 however, redacted timesheets and billing records relating to or
2 reflecting the amount of time expended in performing Relevant
3 Services.

4 10. Objection. The request violates the work-product
5 privilege set forth in C.C.P. § 2018, and the attorney-client
6 privilege under Evidence Code § 952. Further, the request
7 violates C.C.P. § 2019 because the requested documents are
8 obtainable from some other source that is more convenient, less
9 burdensome, and less expensive. The only documents possessed by
10 deponent which are responsive to this request are copies of
11 documents publicly filed in the Aznaran and Yanny cases or of
12 attorney correspondence, which are equally available to Yanny.

13 11. Objection. The request is overbroad, burdensome and
14 oppressive. Further, the request is vague and ambiguous.
15 Without waiving the objection, the deponent will produce,
16 however, redacted timesheets and billing records relating to or
17 reflecting the amount of time expended in performing Relevant
18 Services.

19 12. Objection. The request violates the work-product
20 privilege set forth in C.C.P. § 2018, and the attorney-client
21 privilege under Evidence Code § 952. Further, the request
22 violates C.C.P. § 2019 because the requested documents are
23 obtainable from some other source that is more convenient, less
24 burdensome, and less expensive.

25 13. Objection. The request is overbroad, burdensome and
26 oppressive. Further, the request is vague and ambiguous.
27 Without waiving the objection, the deponent will produce,
28 however, redacted timesheets and billing records relating to or

1 reflecting the amount of time expended in performing Relevant
2 Services.

3 14. Objection. The request violates the work-product
4 privilege set forth in C.C.P. § 2018, and the attorney-client
5 privilege under Evidence Code § 952. Further, the request
6 violates C.C.P. § 2019 because the requested documents are
7 obtainable from some other source that is more convenient, less
8 burdensome, and less expensive. The only documents possessed by
9 deponent which are responsive to this request are copies of
10 documents publicly filed in the Aznaran and Yanny cases or of
11 attorney correspondence, which are equally available to Yanny.

12 15. Objection. The request is overbroad, burdensome and
13 oppressive. Further, the request is vague and ambiguous.
14 Without waiving the objection, the deponent will produce,
15 however, redacted timesheets and billing records relating to or
16 reflecting the amount of time expended in performing Relevant
17 Services.

18 16. Objection. The request violates the work-product
19 privilege set forth in C.C.P. § 2018, and the attorney-client
20 privilege under Evidence Code § 952. Further, the request
21 violates C.C.P. § 2019 because the requested documents are
22 obtainable from some other source that is more convenient, less
23 burdensome, and less expensive. The only documents possessed by
24 deponent which are responsive to this request are copies of
25 documents publicly filed in the Aznaran and Yanny cases or of
26 attorney correspondence, which are equally available to Yanny.

27 17. Objection. The request is overbroad, burdensome and
28 oppressive. Further, the request is vague and ambiguous.

1 Without waiving the objection, the deponent will produce,
2 however, redacted timesheets and billing records relating to or
3 reflecting the amount of time expended in performing Relevant
4 Services.

5 18. Objection. The request violates the work-product
6 privilege set forth in C.C.P. § 2018, and the attorney-client
7 privilege under Evidence Code § 952. Further, the request
8 violates C.C.P. § 2019 because the requested documents are
9 obtainable from some other source that is more convenient, less
10 burdensome, and less expensive. The only documents possessed by
11 deponent which are responsive to this request are copies of
12 documents publicly filed in the Aznaran and Yanny cases or of
13 attorney correspondence, which are equally available to Yanny.

14 19. Objection. The request is overbroad, burdensome and
15 oppressive. Further, the request is vague and ambiguous.
16 Without waiving the objection, the deponent will produce,
17 however, redacted timesheets and billing records relating to or
18 reflecting the amount of time expended in performing Relevant
19 Services.

20 20. Objection. The request violates the work-product
21 privilege set forth in C.C.P. § 2018, and the attorney-client
22 privilege under Evidence Code § 952. Further, the request
23 violates C.C.P. § 2019 because the requested documents are
24 obtainable from some other source that is more convenient, less
25 burdensome, and less expensive. The only documents possessed by
26 deponent which are responsive to this request are copies of
27 documents publicly filed in the Aznaran and Yanny cases or of
28 attorney correspondence, which are equally available to Yanny.

1 21. Objection. The request is overbroad, burdensome and
2 oppressive. Further, the request is vague and ambiguous.
3 Without waiving the objection, the deponent will produce,
4 however, redacted timesheets and billing records relating to or
5 reflecting the amount of time expended in performing Relevant
6 Services.

7 22. Objection. The request violates the work-product
8 privilege set forth in C.C.P. § 2018, and the attorney-client
9 privilege under Evidence Code § 952. Further, the request
10 violates C.C.P. § 2019 because the requested documents are
11 obtainable from some other source that is more convenient, less
12 burdensome, and less expensive. The only documents possessed by
13 deponent which are responsive to this request are copies of
14 documents publicly filed in the Aznaran and Yanny cases or of
15 attorney correspondence, which are equally available to Yanny.

16 23. Objection. The request is overbroad, burdensome and
17 oppressive. Further, the request is vague and ambiguous.
18 Without waiving the objection, the deponent will produce,
19 however, redacted timesheets and billing records relating to or
20 reflecting the amount of time expended in performing Relevant
21 Services.

22 24. Objection. The request violates the work-product
23 privilege set forth in C.C.P. § 2018, and the attorney-client
24 privilege under Evidence Code § 952. Further, the request
25 violates C.C.P. § 2019 because the requested documents are
26 obtainable from some other source that is more convenient, less
27 burdensome, and less expensive. The only documents possessed by
28 deponent which are responsive to this request are copies of

1 documents publicly filed in the Aznaran and Yanny cases or of
2 attorney correspondence, which are equally available to Yanny.

3 25. Objection. The request is overbroad, burdensome and
4 oppressive. Further, the request is vague and ambiguous.
5 Without waiving the objection, the deponent will produce,
6 however, redacted timesheets and billing records relating to or
7 reflecting the amount of time expended in performing Relevant
8 Services.

9 26. Objection. The request violates the work-product
10 privilege set forth in C.C.P. § 2018, and the attorney-client
11 privilege under Evidence Code § 952. Further, the request
12 violates C.C.P. § 2019 because the requested documents are
13 obtainable from some other source that is more convenient, less
14 burdensome, and less expensive. The only documents possessed by
15 deponent which are responsive to this request are copies of
16 documents publicly filed in the Aznaran and Yanny cases or of
17 attorney correspondence, which are equally available to Yanny.

18 27. Objection. The request is overbroad, burdensome and
19 oppressive. Further, the request is vague and ambiguous.
20 Without waiving the objection, the deponent will produce,
21 however, redacted timesheets and billing records relating to or
22 reflecting the amount of time expended in performing Relevant
23 Services.

24 28. Objection. The request violates the work-product
25 privilege set forth in C.C.P. § 2018, and the attorney-client
26 privilege under Evidence Code § 952. Further, the request
27 violates C.C.P. § 2019 because the requested documents are
28 obtainable from some other source that is more convenient, less

1 burdensome, and less expensive. The only documents possessed by
2 deponent which are responsive to this request are copies of
3 documents publicly filed in the Aznaran and Yanny cases or of
4 attorney correspondence, which are equally available to Yanny.

5 29. Objection. The request is overbroad, burdensome and
6 oppressive. Further, the request is vague and ambiguous.
7 Without waiving the objection, the deponent will produce,
8 however, redacted timesheets and billing records relating to or
9 reflecting the amount of time expended in performing Relevant
10 Services.

11 30. Objection. The request violates the work-product
12 privilege set forth in C.C.P. § 2018, and the attorney-client
13 privilege under Evidence Code § 952. Further, the request
14 violates C.C.P. § 2019 because the requested documents are
15 obtainable from some other source that is more convenient, less
16 burdensome, and less expensive. The only documents possessed by
17 deponent which are responsive to this request are copies of
18 documents publicly filed in the Aznaran and Yanny cases or of
19 attorney correspondence, which are equally available to Yanny.

20 31. Objection. The request is overbroad, burdensome and
21 oppressive. Further, the request is vague and ambiguous.
22 Without waiving the objection, the deponent will produce,
23 however, redacted timesheets and billing records relating to or
24 reflecting the amount of time expended in performing Relevant
25 Services.

26 32. Objection. The request violates the work-product
27 privilege set forth in C.C.P. § 2018, and the attorney-client
28 privilege under Evidence Code § 952. Further, the request

1 violates C.C.P. § 2019 because the requested documents are
2 obtainable from some other source that is more convenient, less
3 burdensome, and less expensive. The only documents possessed by
4 deponent which are responsive to this request are copies of
5 documents publicly filed in the Aznaran and Yanny cases or of
6 attorney correspondence, which are equally available to Yanny.

7 33. Objection. The request is overbroad, burdensome and
8 oppressive. Further, the request is vague and ambiguous.

9 Without waiving the objection, the deponent will produce,
10 however, redacted timesheets and billing records relating to or
11 reflecting the amount of time expended in performing Relevant
12 Services.

13 34. Objection. The request violates the work-product
14 privilege set forth in C.C.P. § 2018, and the attorney-client
15 privilege under Evidence Code § 952. Further, the request
16 violates C.C.P. § 2019 because the requested documents are
17 obtainable from some other source that is more convenient, less
18 burdensome, and less expensive. The only documents possessed by
19 deponent which are responsive to this request are copies of
20 documents publicly filed in the Aznaran and Yanny cases or of
21 attorney correspondence, which are equally available to Yanny.

22 35. Objection. The request is overbroad, burdensome and
23 oppressive. Further, the request is vague and ambiguous.

24 Without waiving the objection, the deponent will produce,
25 however, redacted timesheets and billing records relating to or
26 reflecting the amount of time expended in performing Relevant
27 Services.

28 36. Objection. The request violates the work-product

1 privilege set forth in C.C.P. § 2018, and the attorney-client
2 privilege under Evidence Code § 952. Further, the request
3 violates C.C.P. § 2019 because the requested documents are
4 obtainable from some other source that is more convenient, less
5 burdensome, and less expensive. The only documents possessed by
6 deponent which are responsive to this request are copies of
7 documents publicly filed in the Aznaran and Yanny cases or of
8 attorney correspondence, which are equally available to Yanny.

9 37. Objection. The request is overbroad, burdensome and
10 oppressive. Further, the request is vague and ambiguous.
11 Without waiving the objection, the deponent will produce,
12 however, redacted timesheets and billing records relating to or
13 reflecting the amount of time expended in performing Relevant
14 Services.

15 38. Objection. The request violates the work-product
16 privilege set forth in C.C.P. § 2018, and the attorney-client
17 privilege under Evidence Code § 952. Further, the request
18 violates C.C.P. § 2019 because the requested documents are
19 obtainable from some other source that is more convenient, less
20 burdensome, and less expensive. The only documents possessed by
21 deponent which are responsive to this request are copies of
22 documents publicly filed in the Aznaran and Yanny cases or of
23 attorney correspondence, which are equally available to Yanny.

24 39. Objection. The request is overbroad, burdensome and
25 oppressive. Further, the request is vague and ambiguous.
26 Without waiving the objection, the deponent will produce,
27 however, redacted timesheets and billing records relating to or
28 reflecting the amount of time expended in performing Relevant

1 Services.

2 40. Objection. The request violates the work-product
3 privilege set forth in C.C.P. § 2018, and the attorney-client
4 privilege under Evidence Code § 952. Further, the request
5 violates C.C.P. § 2019 because the requested documents are
6 obtainable from some other source that is more convenient, less
7 burdensome, and less expensive. The only documents possessed by
8 deponent which are responsive to this request are copies of
9 documents publicly filed in the Aznaran and Yanny cases or of
10 attorney correspondence, which are equally available to Yanny.

11 41. Objection. The request is overbroad, burdensome and
12 oppressive. Further, the request is vague and ambiguous.
13 Without waiving the objection, the deponent will produce,
14 however, redacted timesheets and billing records relating to or
15 reflecting the amount of time expended in performing Relevant
16 Services.

17 42. Objection. The request violates the work-product
18 privilege set forth in C.C.P. § 2018, and the attorney-client
19 privilege under Evidence Code § 952. Further, the request
20 violates C.C.P. § 2019 because the requested documents are
21 obtainable from some other source that is more convenient, less
22 burdensome, and less expensive. The only documents possessed by
23 deponent which are responsive to this request are copies of
24 documents publicly filed in the Aznaran and Yanny cases or of
25 attorney correspondence, which are equally available to Yanny.

26 43. Objection. The request is overbroad, burdensome and
27 oppressive. Further, the request is vague and ambiguous.
28 Without waiving the objection, the deponent will produce,

1 however, redacted timesheets and billing records relating to or
2 reflecting the amount of time expended in performing Relevant
3 Services.

4 44. Objection. The request violates the work-product
5 privilege set forth in C.C.P. § 2018, and the attorney-client
6 privilege under Evidence Code § 952. Further, the request
7 violates C.C.P. § 2019 because the requested documents are
8 obtainable from some other source that is more convenient, less
9 burdensome, and less expensive. The only documents possessed by
10 deponent which are responsive to this request are copies of
11 documents publicly filed in the Aznaran and Yanny cases or of
12 attorney correspondence, which are equally available to Yanny.

13 45. Objection. The request is overbroad, burdensome and
14 oppressive. Further, the request is vague and ambiguous.
15 Without waiving the objection, the deponent will produce,
16 however, redacted timesheets and billing records relating to or
17 reflecting the amount of time expended in performing Relevant
18 Services.

19 46. Objection. The request violates the work-product
20 privilege set forth in C.C.P. § 2018, and the attorney-client
21 privilege under Evidence Code § 952. Further, the request
22 violates C.C.P. § 2019 because the requested documents are
23 obtainable from some other source that is more convenient, less
24 burdensome, and less expensive. The only documents possessed by
25 deponent which are responsive to this request are copies of
26 documents publicly filed in the Aznaran and Yanny cases or of
27 attorney correspondence, which are equally available to Yanny.

28 47. Objection. The request is overbroad, burdensome and

1 oppressive. Further, the request is vague and ambiguous.
2 Without waiving the objection, the deponent will produce,
3 however, redacted timesheets and billing records relating to or
4 reflecting the amount of time expended in performing Relevant
5 Services.

6 48. Objection. The request violates the work-product
7 privilege set forth in C.C.P. § 2018, and the attorney-client
8 privilege under Evidence Code § 952. Further, the request
9 violates C.C.P. § 2019 because the requested documents are
10 obtainable from some other source that is more convenient, less
11 burdensome, and less expensive. The only documents possessed by
12 deponent which are responsive to this request are copies of
13 documents publicly filed in the Aznaran and Yanny cases or of
14 attorney correspondence, which are equally available to Yanny.

15 49. Objection. The request is overbroad, burdensome and
16 oppressive. Further, the request is vague and ambiguous.
17 Without waiving the objection, the deponent will produce,
18 however, redacted timesheets and billing records relating to or
19 reflecting the amount of time expended in performing Relevant
20 Services.

21 50. Objection. The request violates the work-product
22 privilege set forth in C.C.P. § 2018, and the attorney-client
23 privilege under Evidence Code § 952. Further, the request
24 violates C.C.P. § 2019 because the requested documents are
25 obtainable from some other source that is more convenient, less
26 burdensome, and less expensive. The only documents possessed by
27 deponent which are responsive to this request are copies of
28 documents publicly filed in the Aznaran and Yanny cases or of

1 attorney correspondence, which are equally available to Yanny.

2 51. Objection. The request is overbroad, burdensome and
3 oppressive. Further, the request is vague and ambiguous.
4 Without waiving the objection, the deponent will produce,
5 however, redacted timesheets and billing records relating to or
6 reflecting the amount of time expended in performing Relevant
7 Services.

8 52. Objection. The request violates the work-product
9 privilege set forth in C.C.P. § 2018, and the attorney-client
10 privilege under Evidence Code § 952. Further, the request
11 violates C.C.P. § 2019 because the requested documents are
12 obtainable from some other source that is more convenient, less
13 burdensome, and less expensive. The only documents possessed by
14 deponent which are responsive to this request are copies of
15 documents publicly filed in the Aznaran and Yanny cases or of
16 attorney correspondence, which are equally available to Yanny.

17 53. Objection. The request is overbroad, burdensome and
18 oppressive. Further, the request is vague and ambiguous.
19 Without waiving the objection, the deponent will produce,
20 however, redacted timesheets and billing records relating to or
21 reflecting the amount of time expended in performing Relevant
22 Services.

23 54. Objection. The request violates the work-product
24 privilege set forth in C.C.P. § 2018, and the attorney-client
25 privilege under Evidence Code § 952. Further, the request
26 violates C.C.P. § 2019 because the requested documents are
27 obtainable from some other source that is more convenient, less
28 burdensome, and less expensive. The only documents possessed by

1 deponent which are responsive to this request are copies of
2 documents publicly filed in the Armstrong and Yanny cases or of
3 attorney correspondence, which are equally available to Yanny.

4 55. Objection. The request is overbroad, burdensome and
5 oppressive. Further, the request is vague and ambiguous.
6 Without waiving the objection, the deponent will produce,
7 however, redacted timesheets and billing records relating to or
8 reflecting the amount of time expended in performing Relevant
9 Services.

10 56. Objection. The request violates the work-product
11 privilege set forth in C.C.P. § 2018, and the attorney-client
12 privilege under Evidence Code § 952. Further, the request
13 violates C.C.P. § 2019 because the requested documents are
14 obtainable from some other source that is more convenient, less
15 burdensome, and less expensive. The only documents possessed by
16 deponent which are responsive to this request are copies of
17 documents publicly filed in the Aznaran and Yanny cases or of
18 attorney correspondence, which are equally available to Yanny.

19 57. Objection. The request is overbroad, burdensome and
20 oppressive. Further, the request is vague and ambiguous.
21 Without waiving the objection, the deponent will produce,
22 however, redacted timesheets and billing records relating to or
23 reflecting the amount of time expended in performing Relevant
24 Services.

25 58. Objection. The request violates the work-product
26 privilege set forth in C.C.P. § 2018, and the attorney-client
27 privilege under Evidence Code § 952. Further, the request
28 violates C.C.P. § 2019 because the requested documents are

1 obtainable from some other source that is more convenient, less
2 burdensome, and less expensive. The only documents possessed by
3 deponent which are responsive to this request are copies of
4 documents publicly filed in the Aznaran and Yanny cases or of
5 attorney correspondence, which are equally available to Yanny.

6 59. Objection. The request is overbroad, burdensome and
7 oppressive. Further, the request is vague and ambiguous.
8 Without waiving the objection, the deponent will produce,
9 however, redacted timesheets and billing records relating to or
10 reflecting the amount of time expended in performing Relevant
11 Services.

12 60. Objection. The request violates the work-product
13 privilege set forth in C.C.P. § 2018, and the attorney-client
14 privilege under Evidence Code § 952. Further, the request
15 violates C.C.P. § 2019 because the requested documents are
16 obtainable from some other source that is more convenient, less
17 burdensome, and less expensive. The only documents possessed by
18 deponent which are responsive to this request are copies of
19 documents publicly filed in the Aznaran and Yanny cases or of
20 attorney correspondence, which are equally available to Yanny.

21 61. Objection. The request is overbroad, burdensome and
22 oppressive. Further, the request is vague and ambiguous.
23 Without waiving the objection, the deponent will produce,
24 however, redacted timesheets and billing records relating to or
25 reflecting the amount of time expended in performing Relevant
26 Services.

27 62. Objection. The request violates the work-product
28 privilege set forth in C.C.P. § 2018, and the attorney-client

1 privilege under Evidence Code § 952. Further, the request
2 violates C.C.P. § 2019 because the requested documents are
3 obtainable from some other source that is more convenient, less
4 burdensome, and less expensive. Notwithstanding these objections,
5 deponent will produce documents responsive to this request.

6 63. Deponent does not have possession, custody or control
7 of any documents responsive to this request.

8 64. Deponent does not have possession, custody or control
9 of any documents responsive to this request.

10 65. Deponent does not have possession, custody or control
11 of any documents responsive to this request.

12 66. Deponent does not have possession, custody or control
13 of any documents responsive to this request.

14 67. Deponent does not have possession, custody or control
15 of any documents responsive to this request.

16 68. Deponent does not have possession, custody or control
17 of any documents responsive to this request.

18 69. Deponent does not have possession, custody or control
19 of any documents responsive to this request.

20 70. Deponent does not have possession, custody or control
21 of any documents responsive to this request.

22 71. Deponent does not have possession, custody or control
23 of any documents responsive to this request.

24 72. Deponent does not have possession, custody or control
25 of any documents responsive to this request.

26 73. Deponent does not have possession, custody or control
27 of any documents responsive to this request.

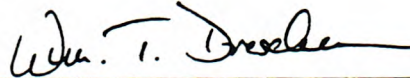
28 74. Deponent does not have possession, custody or control

1 of any documents responsive to this request.

2 DATED: March 17, 1992

3

4



5

William T. Drescher

6

Attorneys for Deponent
William T. Drescher

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

DOCUMENTS PRODUCED IN RESPONSE TO DEPOSITION
SUBPOENAS OF WILLIAM T. DRESCHER AND CUSTODIAN
OF RECORDS FOR WILLIAM T. DRESCHER

No. ITEM

DATE DUE
DELEGATE TO

3.75 ADNABAN

goal app to Yanny's re-entry; ditto re McShane app; TC Radtson

5.50

THINGS

TO DO

MONDAY

DATE TODAY JULY 1, 1991

No. ^ABC ITEM

DATE DUE
DELEGATE TO

3.50 AZNAOON

final goal of direction to substitution; TC Rottbume Greene; TC Quinn; TC (Rottbume, Jaray, Conley); CF Jaray;
CF Parkin; CF Rottbume, Kohn, Parkin, Jaray; TC Quinn; TC's Rottbume to Quinn

THINGS

TO DO

TUESDAY

DATE TODAY JULY 2, 1991

No. BC ITEM

DATE DUE
DELEGATE TO

4.75 AZNARAN

CE Backlund & Kober; TC Backlund; good all DA papers; TC Quinn & Jarry; CF Backlund;

MT (Jarry, Backin, Mason, Gutfield) re. filings; TC Jarry; TC Quinn; TC Gutfield

THINGS

TO DO

FRIDAY

DATE TODAY

JULY 5, 1991

No. ITEM

DATE DUE
DELEGATE TO

0.25 AZNARAN

TC Jarmy re motion for continuance

SUNDAY

DATE JULY 7, 1991

DATE DUE
DELEGATE TO

write ex parte application for continuance & declarations ~~Person~~; TC's
e, Farney, Bentley, Gutfield



THINGS

TO DO

MONDAY

DATE: JULY 8, 1991

No. BC ITEM

DATE: JUNE
DELEGATE TO

6.75 AZHARAH

final prop. of ~~opposition~~ ~~opposition~~ to ex parte application re continuance of declarations; TC's Janney

Gutfield, Quinn, Perkins; final prop. of ~~trial~~ motion; CE's Janney, Bachman, Kober; TC's Rothman

TC's Rothman

THINGS

TO DO

TUESDAY

DATE TODAY JULY 9, 1991

No. ITEM

DATE DUE
DELEGATE TO

3.00 AZNABAM

TC Ralibum-Jenny; qual. tint motion redraft; TC's Jenny, MacIsaac, Bastiken, Ralibum

THINGS

TO DO

WEDNESDAY

DATE TODAY JULY 10, 1991

No. BC ITEM

DATE DUE
DELEGATE TO

2.00 AZMARON

conf call (Rothman, Tenny, Corder, Mc Lane); review, revise, eval app to app to app for expedited
bearing

THINGS

TO DO

SATURDAY

DATE TODAY JULY 13, 1991

No. 80 ITEM

DATE DUE
DELEGATE TO

2.50 PERSONAL

Conf. call (Gutfield, Jarry, Gutfield, Corder, Lieberman, Quinn); TC's Gutfield; TC's Jarry; TC's Rothbaum; review faces of order & motion drafts; TC Rothbaum & Jarry

THINGS

TO DO

SUNDAY

DATE TODAY JULY 14, 1991

No. SYSTEM

DATE DUE
DELEGATE TO

1.50 ARNOLD

TC's Jerry; RE & RV taint motion; TC Gutfeld

THINGS

TO DO

MONDAY

JULY 15, 1991

No. ITEM

DATE DUE
DELEGATE TO

2.25 AZNABAN

CE Gafid; TC Rothman; conference call (Terry, Gafid, Lichtenman, Hatzilary); final

prep of trust motion; RE Rule 9 memo to CE Gafid & Terry

THINGS

TO DO

MONDAY

DATE TODAY JULY 15, 1991

No. ^A ITEM

DATE DUE
DELEGATE TO

2.25 AZNABAN

CF Gutfeld; TC Rathbun; conference call (Terry, Gutfeld, Lieberman, Hutzler); final
prep of joint motion; RE Rule 9 memo & CF Gutfeld & Terry

1.50

~~1.00~~

VANNY II

conference call (COB, Rathbun, Cooky, Lieberman, Heller, Terry, Moxon, Parkin, Levin, Gutfeld,
Mason) re new suit; TC Quinn; TC Rathbun & Terry

THINGS

TO DO

TUESDAY

DATE TODAY JULY 16, 1991

No. ITEM

DATE DUE
DELEGATE TO

11.50 YANNY II

complete re-write of all papers re complaint, ex parte app for TRD and PI, briefs
declarations, etc.; TC's (S) Farney; TC's Rabinow; CF's Perkins, Gutfeld; TC's
Farney, Cooker; edit & revisions to all new papers; TC Farney

THINGS

TO DO

WEDNESDAY

DATE TODAY

JULY 17, 1991

No. 30 ITEM

DATE DUE
DELEGATE TO

4.75 YANNY II

final prep of complaint, ex parte app for transfer, ex parte app for TRO/PS; CF Bartilson;

TC's Van Sickle; TC's Fanny; prep for various ex parte hearings

THINGS

TO DO

THURSDAY

DATE TODAY JULY 18, 1991

No. ¹ ITEM

DATE DUE
DELEGATE TO

10.00 Yanny I

prep & travel to appear in Dept. 1A : TC's Quinn; CE's Jany, Gifford, Backlund; TC's
Quinn; TC's Rathbone; MT at Quinn's strategy; prep TRO proceedings

THINGS

TO DO

FRIDAY

DATE TODAY JULY 19, 1991

No. ^{1A} 3C ITEM

DATE DUE
DELEGATE TO

11.00 YANNY II

prep, travel, client meetings, announcements and arguments in both Departments 33 and 41

conferences, continued prep, will conclude to a thorough briefing in Dept 33.

THINGS

TO DO

SATURDAY

DATE TODAY JULY 20, 1991

No. BC ITEM

DATE DUE
DELEGATE TO

2.50 YANNY II

RE and RL several generations of revised TRO papers; multiple TC's Katrina

4.75

YANNY II

MT Farm & Park; again; prep for PS drawing

THINGS

TO DO

TUESDAY

DATE TODAY JULY 23, 1991

NO. ITEM

DATE DUE
DELEGATE TO

5.75

VANUATU II

final report for, final, report of CL's; leaving 6 Sept 41 re TRA/PI, draft supplemental

memorandum; RV TRA papers

THINGS

TO DO

WEDNESDAY

DATE TODAY

JULY 24, 1991

NO. ITEM

DATE DUE
DELEGATE TO

9.95

YANNAV II

travel: MT of CF's to Quinn; TED leaving, chubisling; CF's Rathbun, McShane, Jarry.

Quinn; TE's Rathbun, Cooley; CF's Jarry, McShane; draft notes re federal ruling

THINGS

TO DO

THURSDAY

DATE TODAY JULY 25, 1991

NO. ITEM

DATE DUE
TELETYPE

1.50 YANNY II

TC Patlak; CF Gutfield; draft revised TRD motion

THINGS

TO DO

FRIDAY

DATE TODAY

JULY 86, 1991

No. ITEM

DATE DUE
DELEGATE TO

2.00 YANNY II

revise as much paper after paper after paper for reevaluation

No. ITEM

DATE DUE
DELEGATE TO

4.25 YMAN II

review notes and goal brief; TC's Rothman & Farney; TC's Ruck & Cutfield

2.50

ANNEX II

security reply re D.S.C. re P.I. : CF's Hasty, Warren, Lyman

THINGS

TO DO

FRIDAY

DATE TODAY

AUGUST 2, 1991

No. ITEM

DATE DUE
DELEGATE TO

1.25 YANNY I

Final review of OSC reports. TC's Lynn & Marty

THINGS

TO DO

TUESDAY

DATE TODAY

AUGUST 6, 1991

NO. 1 ITEM

DATE DUE
DELEGATE TO

8.75 YANNY II

prep. for preliminary injunction hearing; MT w/ clients & JTD; hearing on P.I.; travel; multiple
memo's; CF Rathbun; conf. call (Enc, Solare, Gross, Lynn); strategy session re prosecution
of the case

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Hollywood, CA 90028.

On March 17, 1992, I served the foregoing document described as NOTICE OF OBJECTION TO DEFENDANTS' NOTICE OF DEPOSITION AND DEPOSITION SUBPOENA TO THE CUSTODIAN OF RECORDS OF WILLIAM T. DRESCHER AND WILLIAM T. DRESCHER AND DOCUMENTS PRODUCED IN RESPONSE TO DEPOSITION SUBPOENAS OF WILLIAM T. DRESCHER AND CUSTODIAN OF RECORDS FOR WILLIAM T. DRESCHER on defendants in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [X] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Graham E. Berry BY HAND
Lewis, D'Amato, Brisbois & Bisgaard
221 North Figueroa Street
Suite 1200
Los Angeles, CA 90012

Joseph A. Yanny
1925 Century Park East
Suite 1260
Los Angeles, CA 90067

Patrick K. Smith
1408 Talbott Tower
131 N. Ludlow Street
Dayton, OH 45402-1773

John J. Quinn
QUINN KULLY & MORROW

520 S. Grand Ave. #800
Los Angeles, CA 90071

BOWLES & MOXON
6255 Sunset Blvd. Suite 2000
Hollywood, CA 90028

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on March 17, 1992, at Los Angeles, California.

[X] *(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on March 17, 1992, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

PAUL BEACFORD


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)